



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposals and Authorize Advertisement for Design Services for the Harney Lane Widening Project, Stockton Street to Western City Limits

MEETING DATE: November 21, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve Request for Proposals (RFP) and authorize advertisement for the design services for the Harney Lane Widening Project (Stockton Street to Western City Limits).

BACKGROUND INFORMATION: Recently completed traffic studies for the Westside, Southwest Gateway and Reynolds Ranch annexations identify the requirement to widen Harney Lane to accommodate the increase in traffic. City staff has completed geometric studies and preliminary designs for the widening of Harney Lane from a two-lane urban collector to a four-lane divided arterial. These documents provide framework for the consultant/design team to design the roadway to City's specifications. The selected consultant/design team will complete the roadway design, oversee right-of-way acquisition and assist in coordinating the funding for the project.

The project includes improvements along Harney Lane from Stockton Street to the western City limits. The design project is divided into four schedules, as presented in Exhibit A. The City anticipates that four through-lanes, bike lanes, turn lanes at signalized intersections, median openings at appropriate locations, and median landscaping will be included. The section of Harney Lane from Union Pacific Railroad to State Route 99 (Schedule 4) will be designed and constructed by the Reynolds Ranch Project. The section of Harney Lane from Legacy Estates to the western City limits (Schedule 1) is a widening requirement of the Southwest Gateway Project. Per the Southwest Gateway Development Agreement, we anticipate that a funding district will be formed to fund this segment and believe it is appropriate to design the widening and establish right-of-way requirements at this time. The sections between Legacy Estates and the Union Pacific Railroad (Schedules 2 and 3) will be constructed using local development and regional impact fees and Measure "K" Renewal funds but probably not for four to six years or more. Establishing the right-of-way on the south side of Harney Lane and at the Union Pacific Railroad crossing is necessary information for the planning of anticipated development south of Harney Lane.

Application to San Joaquin Council of Government (SJCOG) for funding of the design, environmental and right-of-way location has been made and is expected to be approved by SJCOG in February 2008. Approval of the SJCOG cooperative funding agreement and the consultant/design team contract will be brought to the City Council in March 2008.

A copy of the RFP is on file in the Public Works Department and is provided in Exhibit B.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Measure "K" Renewal

Richard C. Prima, Jr.
Public Works Director

Prepared by Chris Boyer, Junior Engineer

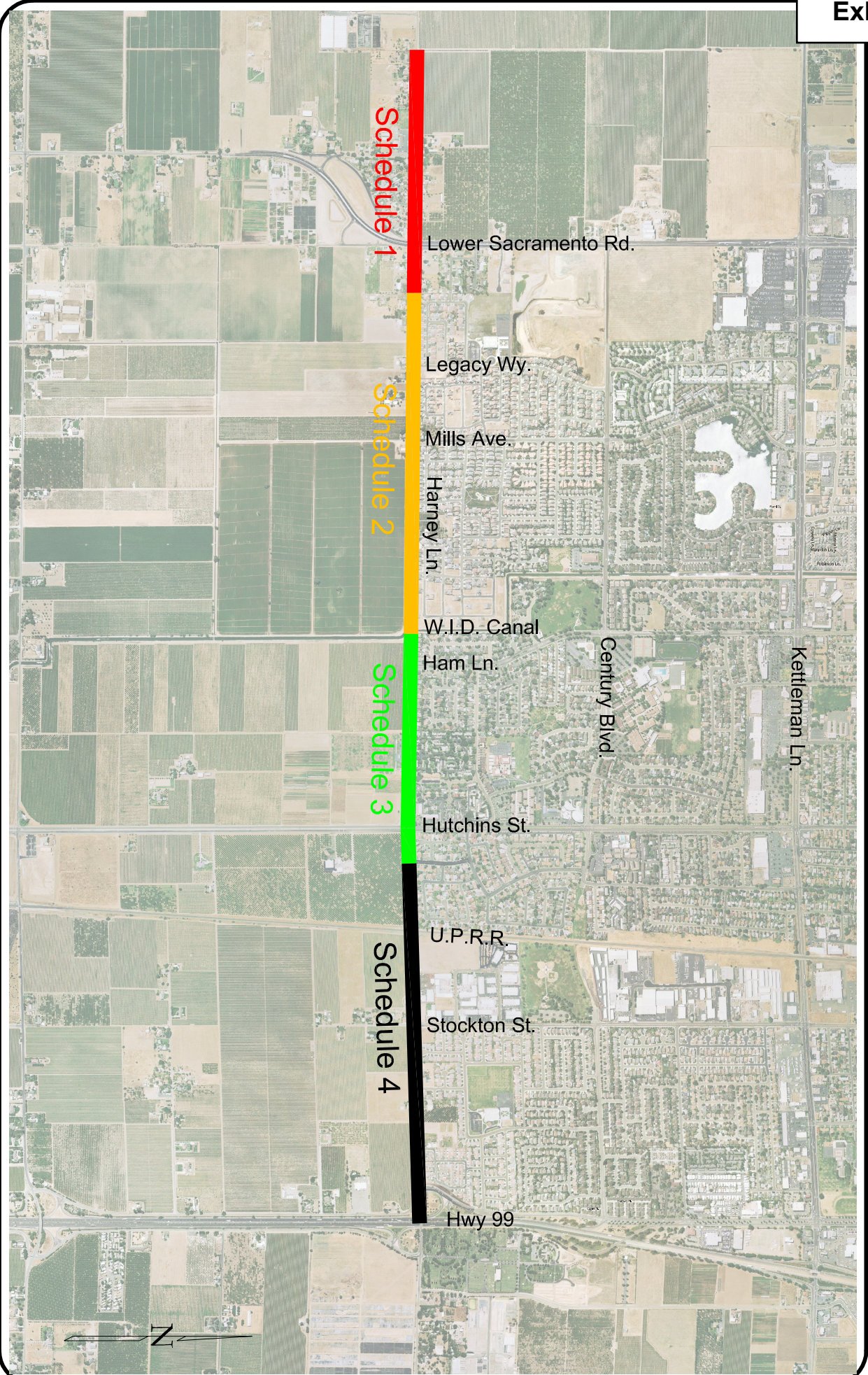
APPROVED: _____
Blair King, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit 1 - Schedules 1 thru 4
Harney Ln
Stockton Street to Western City Limits



REQUESTS FOR PROPOSALS (RFP) TO PROVIDE CONSULTANT SERVICES FOR THE DESIGN OF THE WIDENING OF HARNEY LANE (STOCKTON STREET TO WESTERN CITY LIMITS)

INTRODUCTION

The City of Lodi (City) is requesting engineering services to improve Harney Lane from Stockton Street to the western city limits. Harney Lane is situated along the southern edge of the City and functions as an east/west two lane urban collector used by local and regional traffic. Significant growth in traffic is projected along this two mile segment of Harney Lane that will result in increased congestion as development continues.

BACKGROUND

A number of project specific Environmental Impact Reports and Traffic Impact Studies have identified the requirement to widen Harney Lane to a four lane divided arterial. The City has completed geometric studies and has prepared preliminary designs at each major intersection along Harney Lane (see Appendix A). Engineering services are required to develop Plans, Specifications, and Estimate (PS&E) for the construction of Harney Lane. In addition, services are required to obtain right-of-way and to prepare an Engineers Report for the finance of one schedule of the project. The project will be funded by local impact mitigation fees, regional mitigation fees, Measure "K" Renewal, and developer funds.

APPROACH

This project will improve Harney Lane from Stockton Street to the western city limits. The City anticipates that four through lanes, bike lanes, turn lanes at signalized intersections, median openings at appropriate locations, and median landscaping will be included. This project will be divided into four Schedules (see Appendix B):

- | | |
|------------|--|
| Schedule 1 | Legacy Estates to western city limits |
| Schedule 2 | Woodbridge Irrigation District (WID) canal to the west boundary Legacy Estates |
| Schedule 3 | WID canal to the Union Pacific Railroad (UPRR) |
| Schedule 4 | UPRR to State Route 99 (not included) |
- This segment will be designed and constructed by the Reynolds Ranch Project. The design of the other schedules will be required to conform to the design.

For each Schedule the City will require consultant services for, but not limited to: detailed roadway design, geotechnical studies, grading, drainage, signal improvements, striping, location/relocation/protection of existing utilities and substructures, detailed topographic surveys, conform elevations and cross-sections, delineation of necessary right-of-way, and major offsite structures or improvements worthy of design consideration.

Preliminary right-of-way studies are to be performed for the UPRR grade separation between Schedules 3 and 4.

Maps showing the location and layout of each schedule along the Harney Lane project are provided in Appendix B.

SCOPE OF SERVICES

The scope of services for each Schedule may be different. The scope and fee proposals need to be broken down into the following categories: IA, IB, IC, ID, IE, IIA, IIB, IIC, IIIA, and Project Management.

I. Preliminary Engineering

- A. Project Meetings: Key members of the Consultant's team and City Staff will meet to discuss the overall project, project schedule, and to refine the project scope. The Consultant will be responsible for preparing meeting minutes, action items of the meeting, the agenda, and to distribute progress reports to discuss during the meetings.
- B. File Review, Data Collection, and Field Investigation: The Consultant shall review all pertinent files and records for the project, collect data as needed to become familiar with the project, and perform a field review to observe and record the existing conditions.
- C. Surveying: The Consultant shall perform any and all surveying and base mapping necessary for preliminary engineering, detailed design, conform requirements to existing improvements and delineation of existing right-of-way. Project surveying shall include detailed topographic surveys, conform elevations and cross-sections, and major offsite structures or improvements worthy of design consideration. In addition, the Consultant shall perform all necessary field surveys for the preparation right-of-way maps and parcel descriptions for property acquisitions and easements. All surveying shall be tied into the California Coordinate System.
- D. Right of Way: The Consultant shall prepare the right-of-way appraisal and provide acquisition services that include the preparation of the legal right-of-way descriptions. Negotiations with the property owners for the acquisition of temporary and permanent easements along the project area will be performed. A detailed log of contacts with the property owners shall be provided.
- E. Public Meeting: One public information meeting will be held to obtain public input. This meeting will be held in a facility near the project site on a weekday evening for the convenience of the public. Consultant shall secure the meeting site and conduct the meeting. To advertise the meeting, the Consultant shall provide a direct mailer to notify property owners and tenants within 300 feet of the project, prepare a press release, and provide a notice in the local newspaper. The Consultant shall record, investigate, and answer all concerns and questions generated during the public meeting.

II. Final Design

- A. Environmental Review & Permits: The final environmental documents will be prepared by City staff. The Consultant is expected to provide the City with the necessary project maps and description of work. The environmental review will not need NEPA clearance because federal funds will not be used for construction.
- B. Plans, Specifications, & Estimate: Consultant shall prepare PS&E in accordance with City standards and submit five (5) copies for review at the 50%, 90%, and final design stages. Provide fee milestone numbers at 50%, 90% and final.

The project will include median landscaping and irrigation, street lighting, traffic signal modifications, geometric and pavement design and relocation of utilities are part of the project design. Any relocation of City-owned utilities will be performed by the contractor as part of the construction of the improvements. The other utility companies will be responsible for the relocation of their utilities.

Design of construction traffic controls will be an important part of the project. It will be essential that disruption to traffic be kept to a minimum during construction. If the proposed controls require modification to existing traffic signals, Consultant will include the necessary modifications in the construction drawings. Consultant shall include detailed design, signing and striping plans for the various detours required during construction for each schedule.

The Consultant shall prepare: a list of bid items to be included in the bid documents; special provisions and detailed specifications; and an estimate of construction costs.

The plans shall be prepared in AutoCAD format with layering per City Standard and the technical specifications must be prepared in MS Word Office. The Consultant shall provide the City with one reproducible set of the approved PS&E. The City will be responsible for reproduction for bidding purposes. All drawings, data, and text files shall also be provided in electronic format.

In addition, the Consultant shall include in their proposal other informal meetings and/or discussions with City staff, utility companies, businesses, citizens, and other interested parties as needed to complete the design.

- C. Coordination with Utility Companies and the Woodbridge Irrigation District (WID): The Consultant shall contact all affected utility companies and the WID at the beginning of the project to inform them about the project. The Consultant will meet as required with the various utility companies to review the proposed design and its impact upon the utilities. The consultant will determine the approximate time required for utility relocations and, where necessary, include provisions for utility company relocation of its facilities prior to or during the construction of the project. All utilities within the project boundaries should be shown on the construction drawings.

III. Construction Engineering

- A. Assistance During Bidding: The Consultant shall provide assistance during the bidding process. Assistance shall include, but not be limited to, providing clarifications or answers to questions received from prospective bidders. This assistance could include design revisions if necessary. The City will send out coordinated responses to all questions during the bidding period.
- B. Construction Management: The City of Lodi Construction Manager will be responsible for management of the construction project. Support services by the Consultant will be provided by separate agreement.

CITY'S RESPONSIBILITIES

The City will be responsible for providing the following:

- (a) Access to Maps and Records: City will provide Consultant with access to City maps and records relating to the project.
- (b) Bid Documents: City will assemble all bid documents and provide all copies of plans, specifications, and bid documents.
- (c) Call for Bids and Contract Award: City will administer the call for bids and submit the recommendation on contract award to the City Council.
- (d) Construction Contract Administration: City will provide the construction contract administration.
- (e) Permit and Licenses: City will pay the necessary permit and license fees required for the project.

PROJECT SCHEDULE

The goal of the City is to have plans, specifications, and estimates completed for Schedule 1 by January 2009, Schedule 2 and 3 by June 2009, and preliminary UPRR by June 2008. Consultant shall submit a schedule that achieves this goal.

PROPOSAL CONTENT

Proposals shall include a scope of work detailing all tasks and the schedule for their completion. The proposals shall be limited to 30 pages and include the following:

- (a) A project approach describing your understanding of the project and the anticipated services that will be provided. A list of the number and type of plan sheets (i.e. plan/profile, detail, etc) you anticipate will be needed for the design.

- (b) Description of previous projects of similar type, scope, and size. Specifically, the reconstruction and widening of roadways within heavily developed areas including an alternatives analysis. Provide project name, client, and client contact person and phone number.
- (c) The Project Team including the principal-in-charge, the project manager, designers, and all sub consultants. Include an organization chart and resumes for all team members and indicate recent projects where the project team has performed similar services.
- (d) Current workload and future commitments of team members. It is important that the team members be available to work on this project throughout the design phase.
- (e) A project schedule identifying all project steps, milestones and their interrelation.
- (f) Itemized cost estimate in a separate sealed envelope with a "not to exceed" price. Costs should be separated by task and staff person.
- (g) Any additional items that will be needed but have not been listed in this RFP.

SELECTION PROCESS

Proposals received by the City will be reviewed by a Selection Committee. Proposals will be evaluated based on, but not limited to, the following criteria:

- Technical Approach
- Responsiveness of Proposals
- Consultant and sub consultant qualifications and experience
- Local consultant involvement

Selection Committee may select up to three firms for oral interviews. Cost proposals for those firms selected for an oral interview will be opened after the interviews. The remaining sealed cost estimates for the firms not selected will be returned unopened. The Committee may alternatively decide to waive the oral interviews and select a firm based on their proposal. Once the proposal review/interviews are completed the Selection Committee will rank the firms.

The City will then negotiate a contract with the top ranked firm. If agreement cannot be reached, the City will then negotiate with the second ranked firm. The compensation discussed with one prospective Consultant will not be disclosed or discussed with another Consultant. Once the Selection Committee has made a final selection and negotiated a price for the work, it will recommend the selection to the City Council for approval. The City reserves the right to reject all proposals.

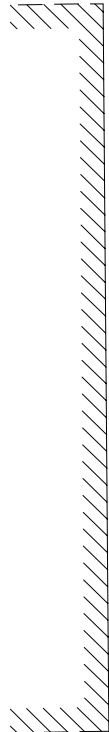
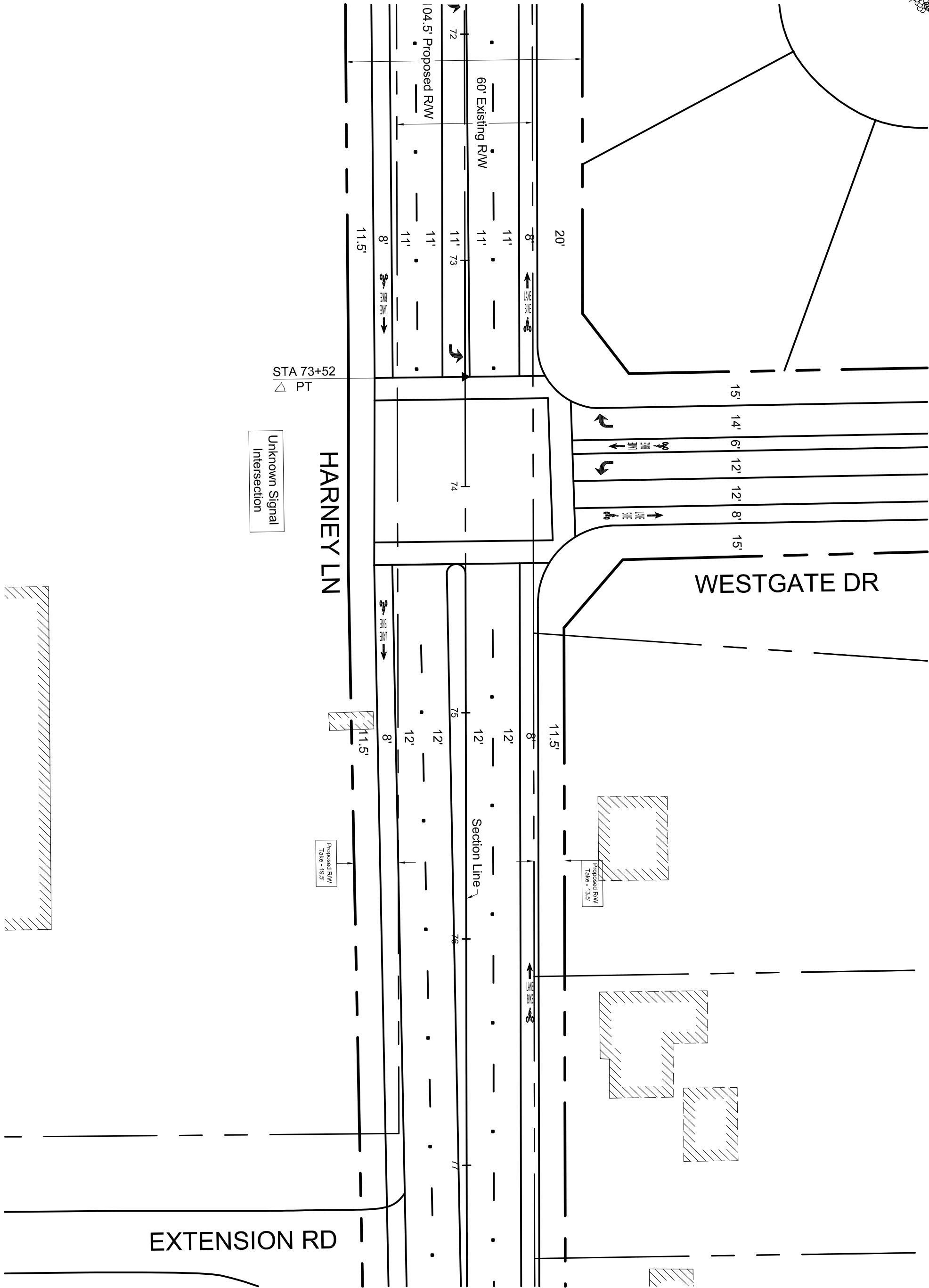
An optional pre-proposal meeting will be held on Wednesday, January 9, 2008 for all interested Consultants. The purpose of this conference is for City Staff to provide a general overview of the RFP requirements, including the RFP process and timeline. Attendees are encouraged to ask any questions at this meeting. All questions and answers will be recorded and distributed to all interested Consultants.

CONTRACT

A copy of the City of Lodi Standard Consultant Agreement is attached in Appendix C and will be used for this project.

Appendix A

Major Intersections along Harney Lane



DATE: 10/1/2009	PROJECT: 007DD006-A
DESIGNED BY: A	CHECKED BY:
DRAWN BY:	IN CHARGE BY:
DATE: 10/1/2009	PROJECT: 007DD006-A

Harney Ln
Road Widening
Extension Rd

CITY OF LODI
PUBLIC WORKS DEPARTMENT
221 WEST PINE STREET
LODI, CALIFORNIA 95240
PHONE (209) 333-6706
FAX (209) 333-6710
E-MAIL: pwdept@lodi.gov
WEB SITE: www.lodi.gov

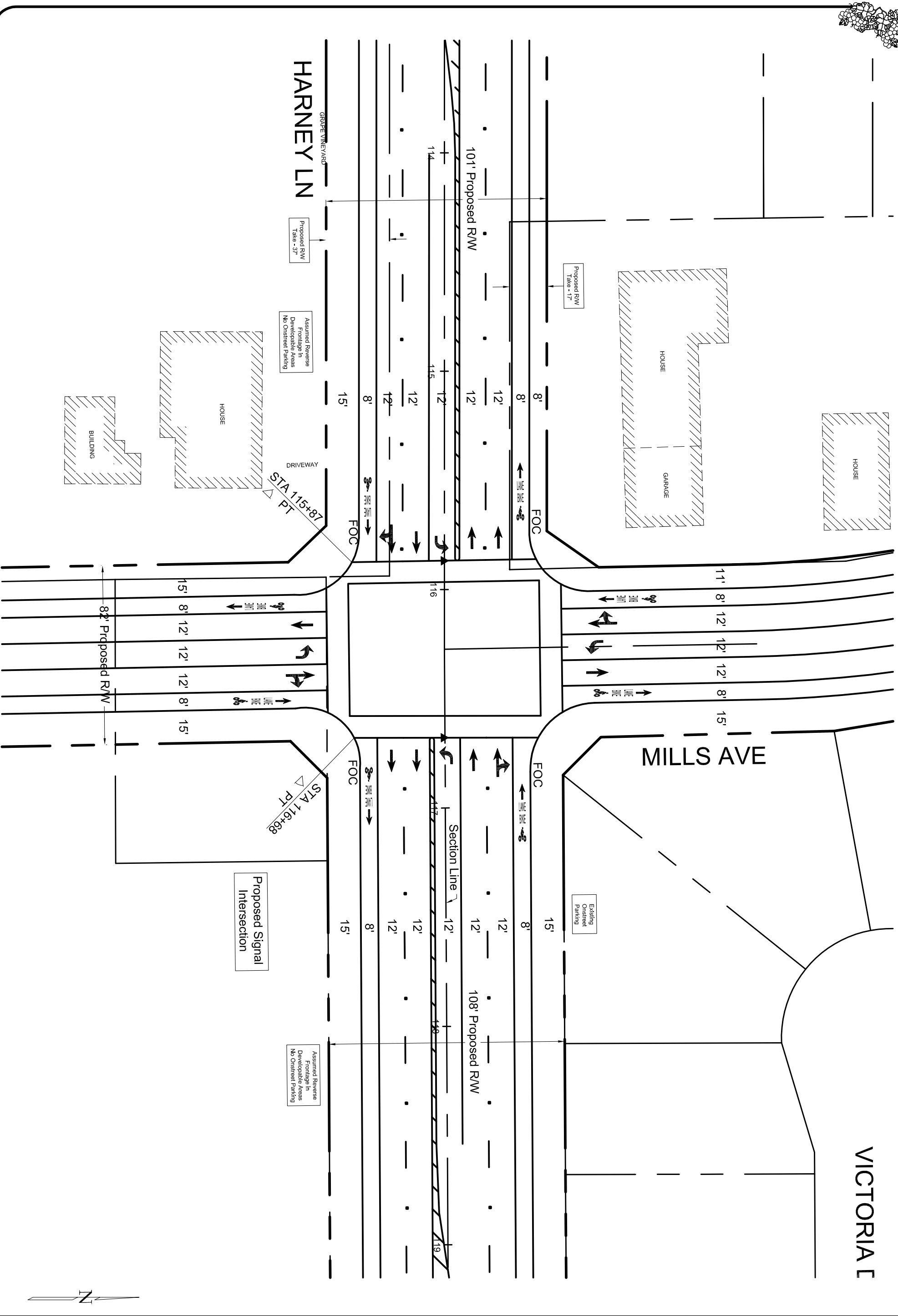


HORIZONTAL SCALE 1" = 20'	SUBJECT CB	DRAWN JP
VERTICAL SCALE	CHECKED	DATE
DESIGNED BY	APPROVED	DATE
PROJECT NUMBER	CITY ENGINEER 10/1/2009	

NO.	REVISION	DATE	BY

CAUTION
0 1/2 1
Do not scale drawing if this
bar does not measure 1 inch.

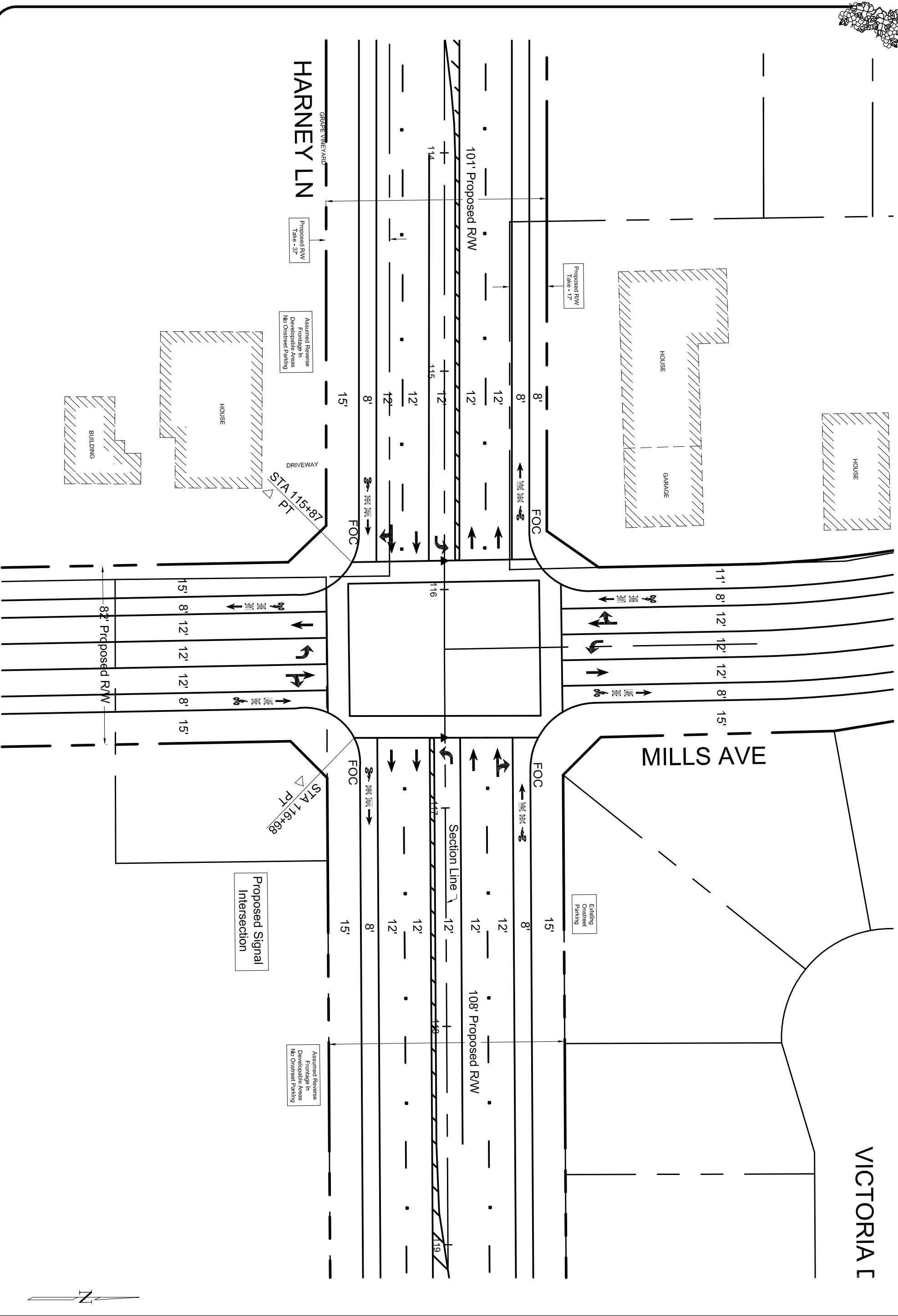
CALL BEFORE YOU DIG
800-427-2600
SAFE



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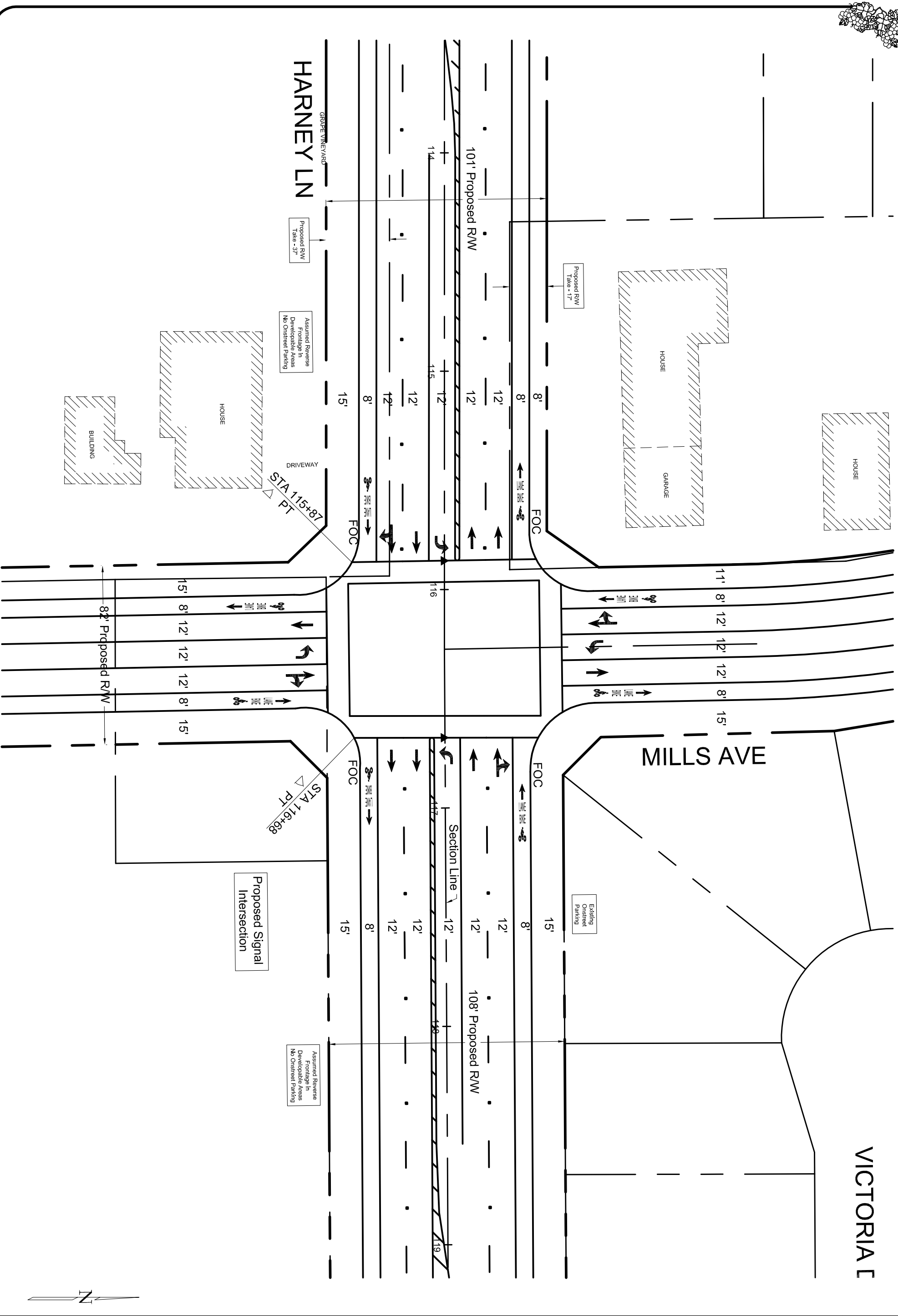
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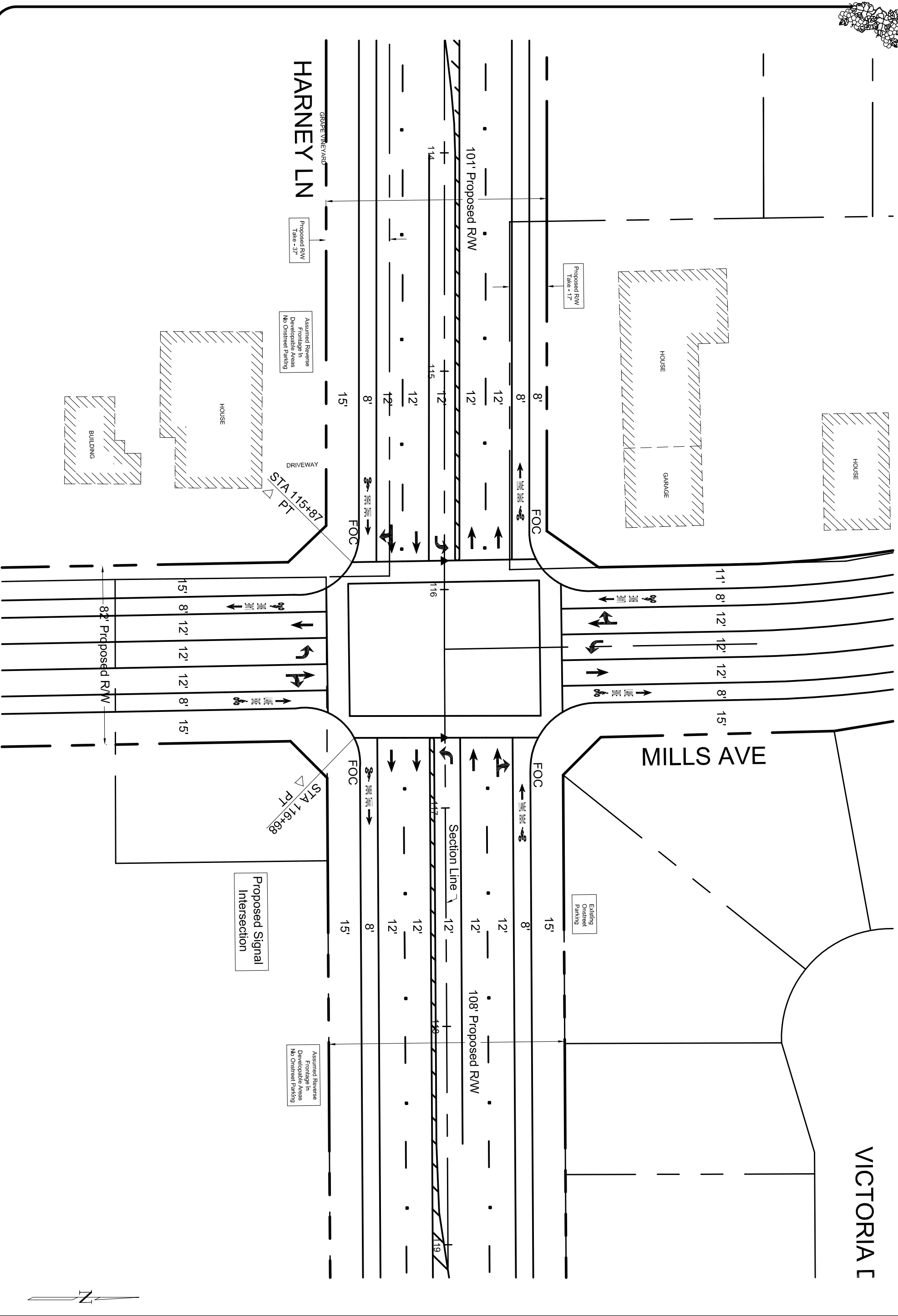
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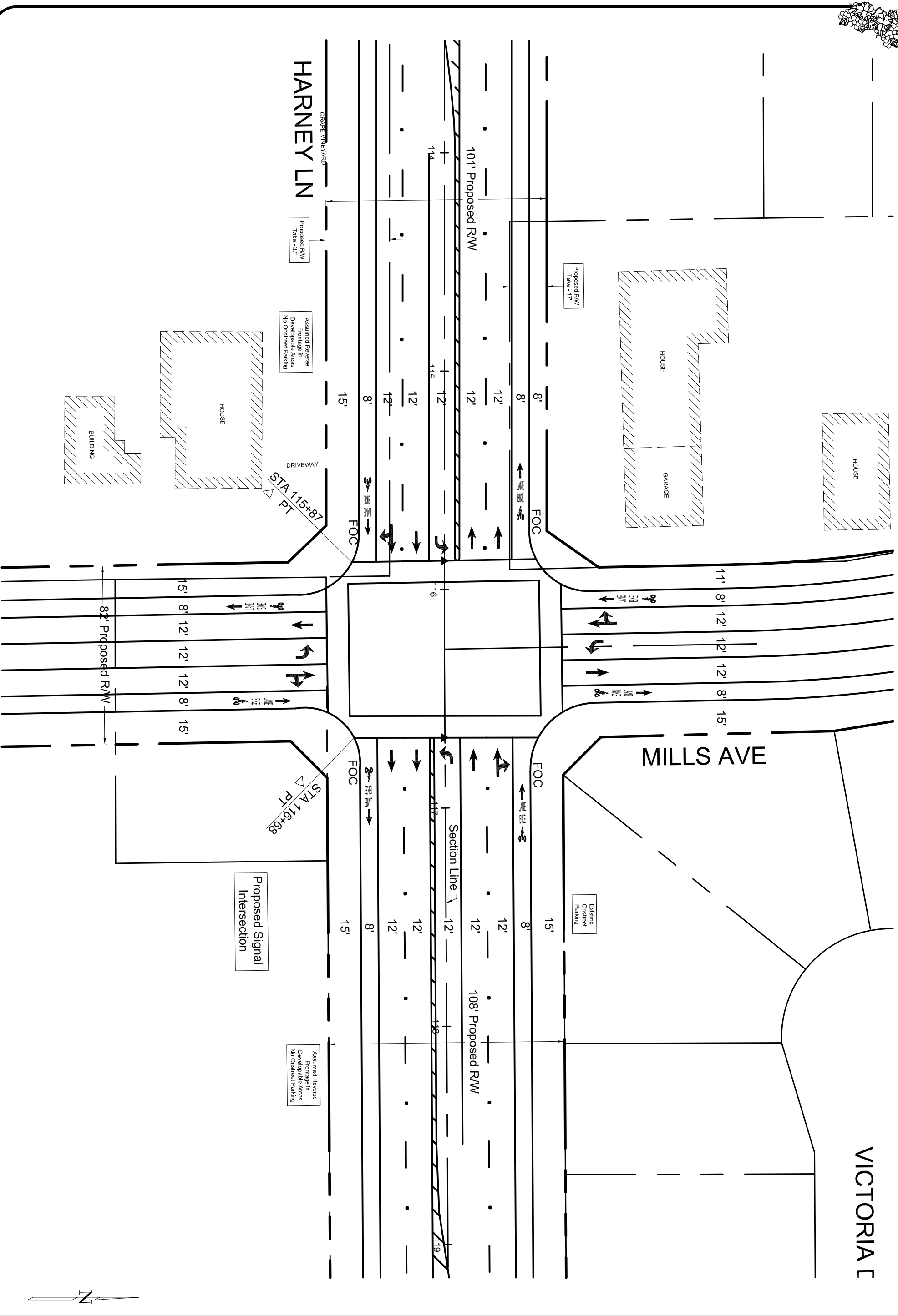
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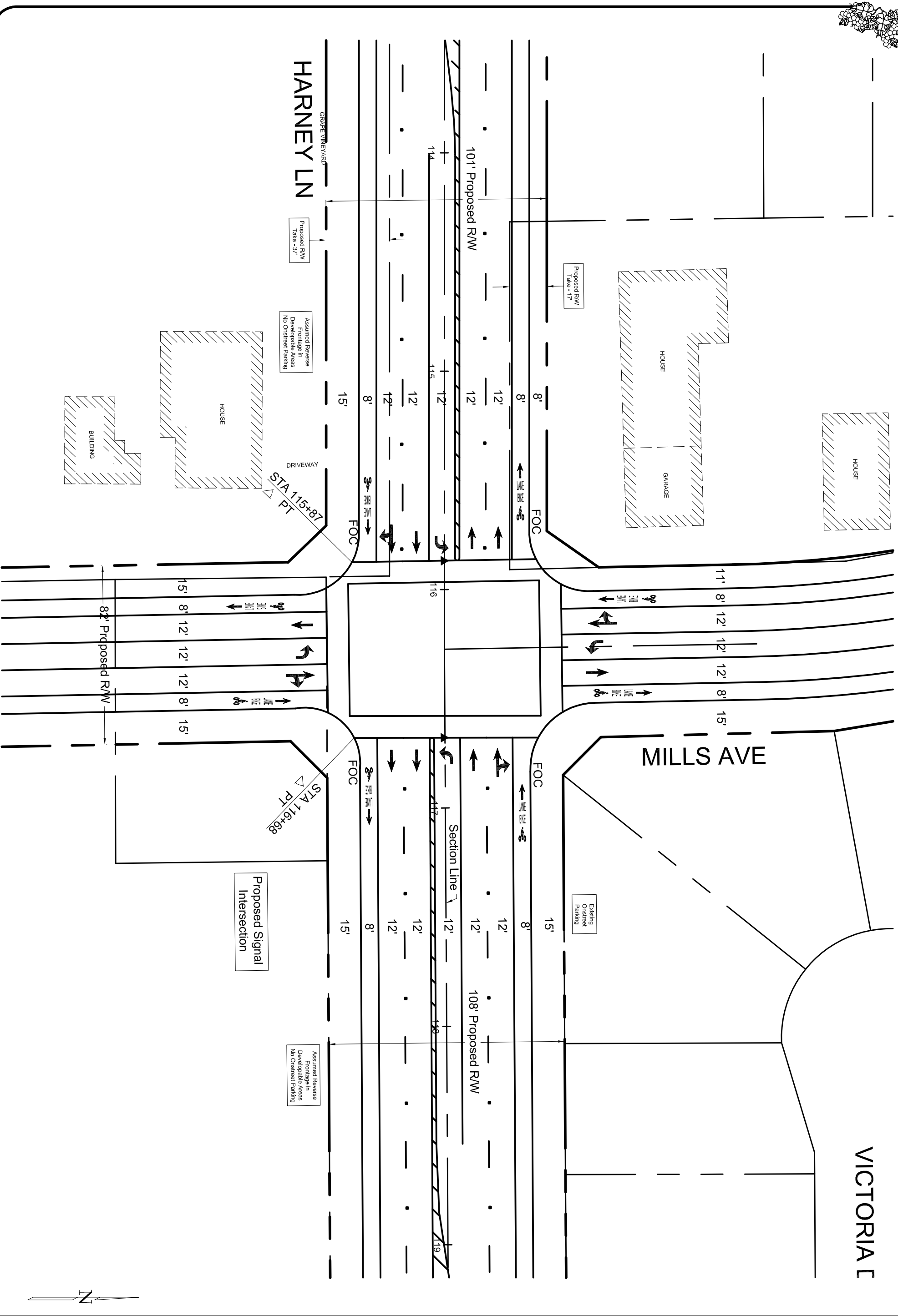
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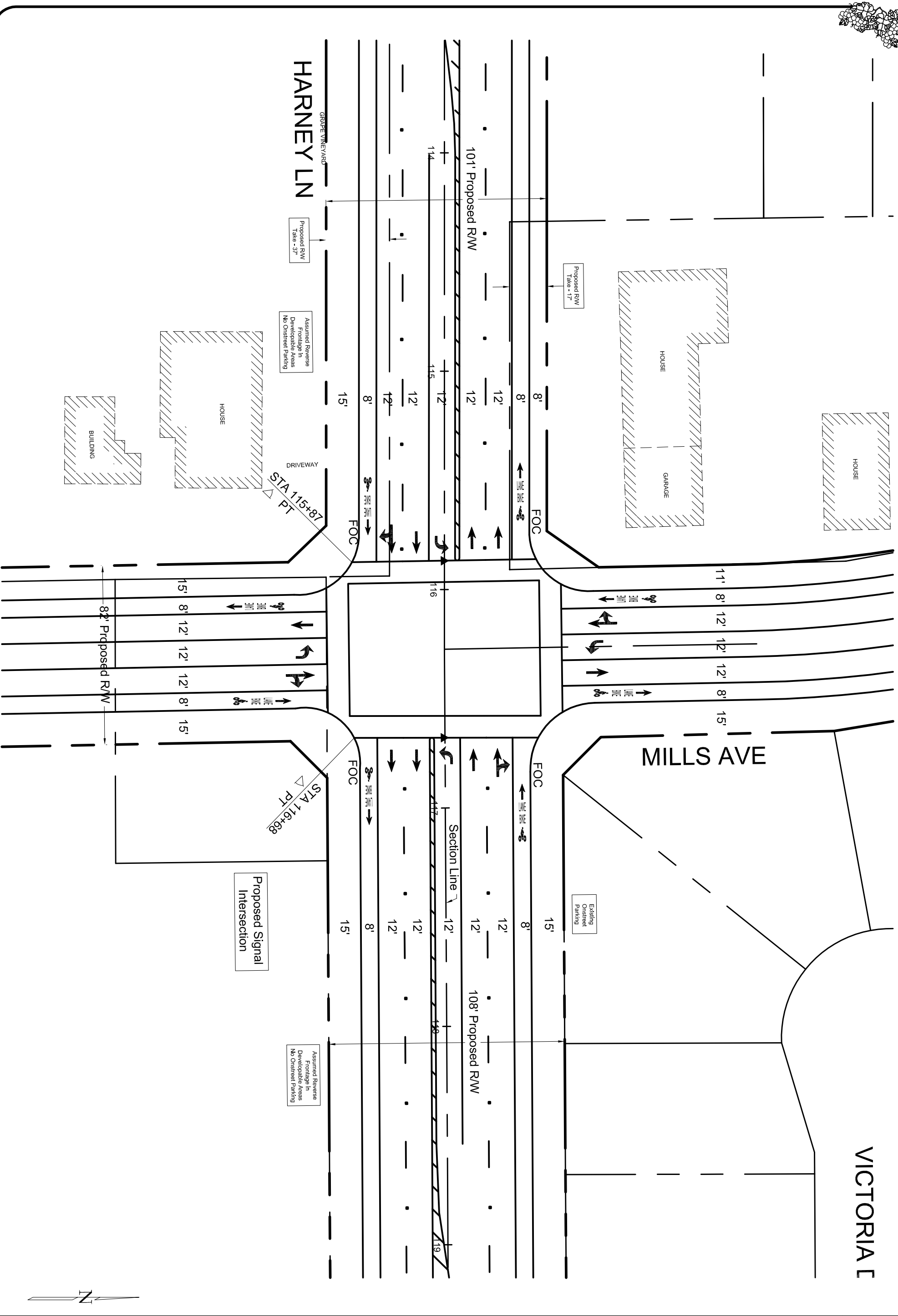
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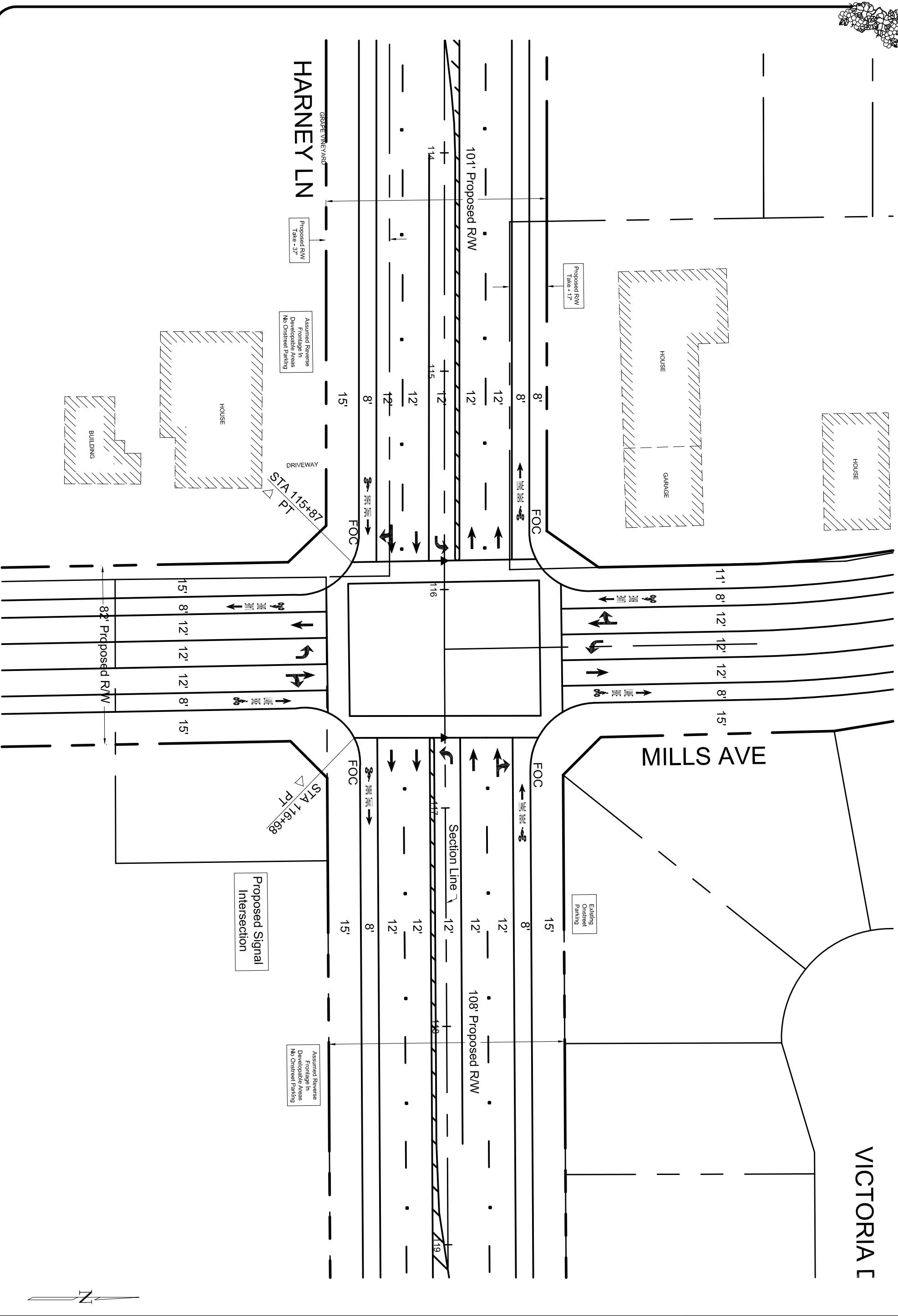
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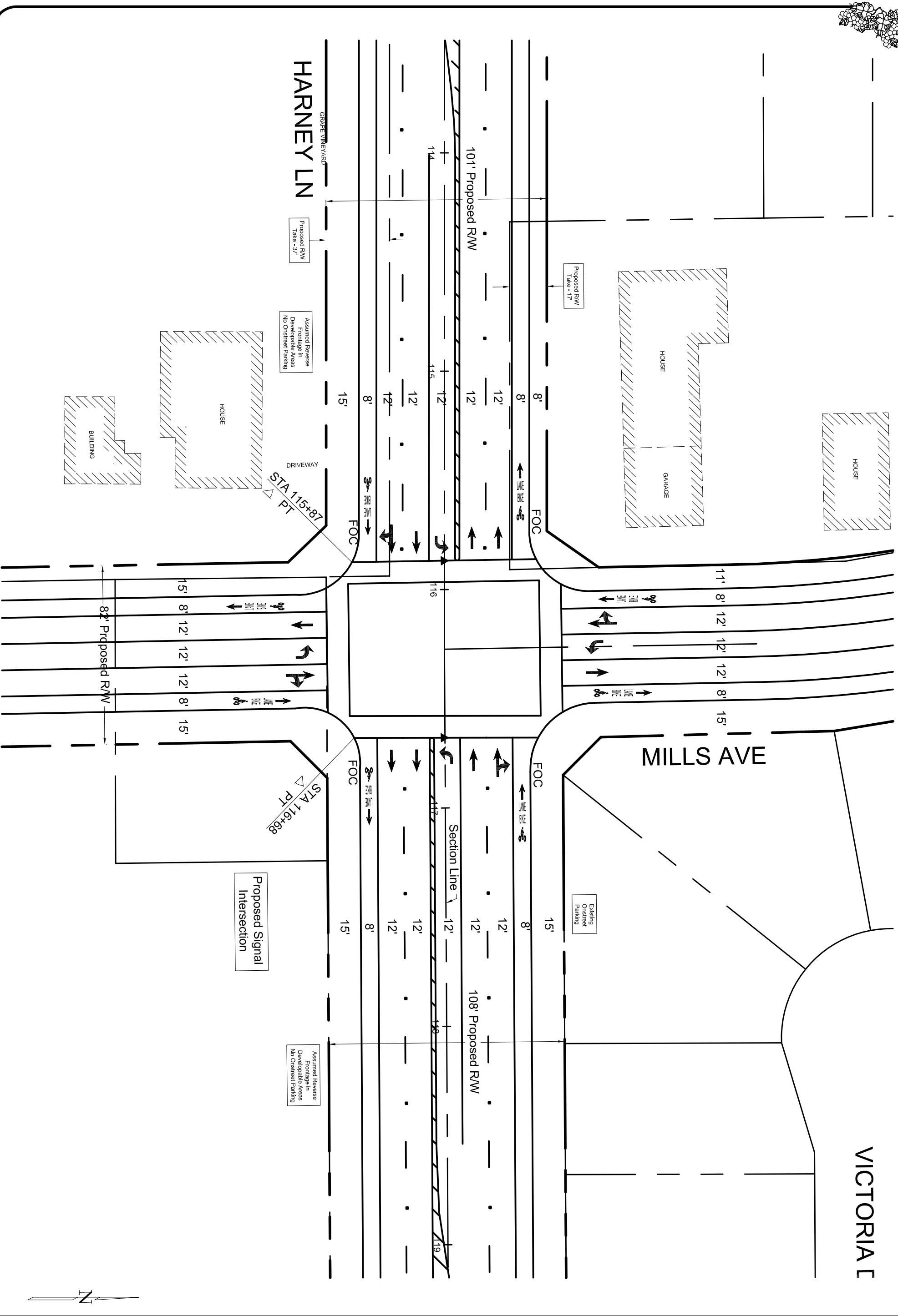
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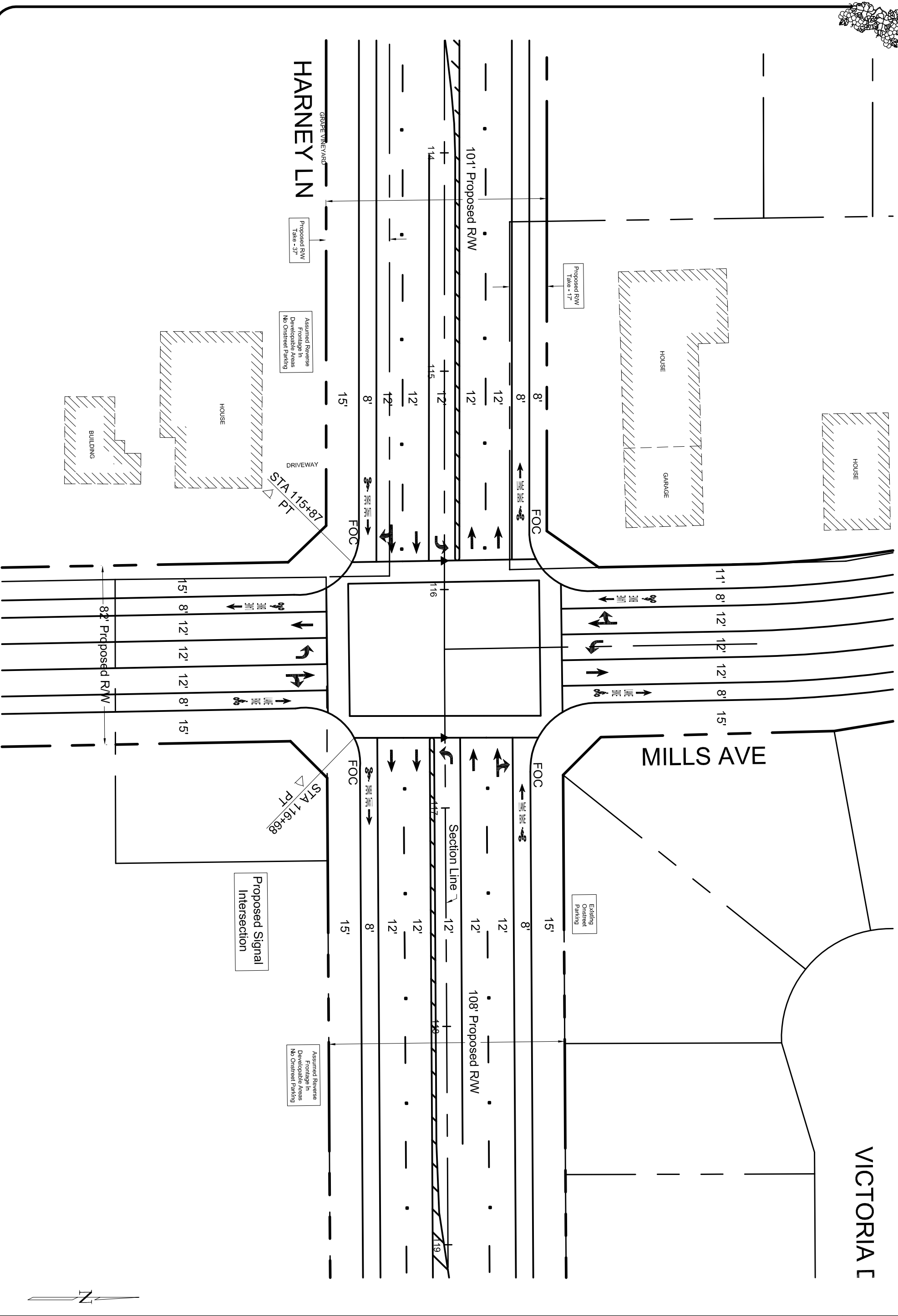
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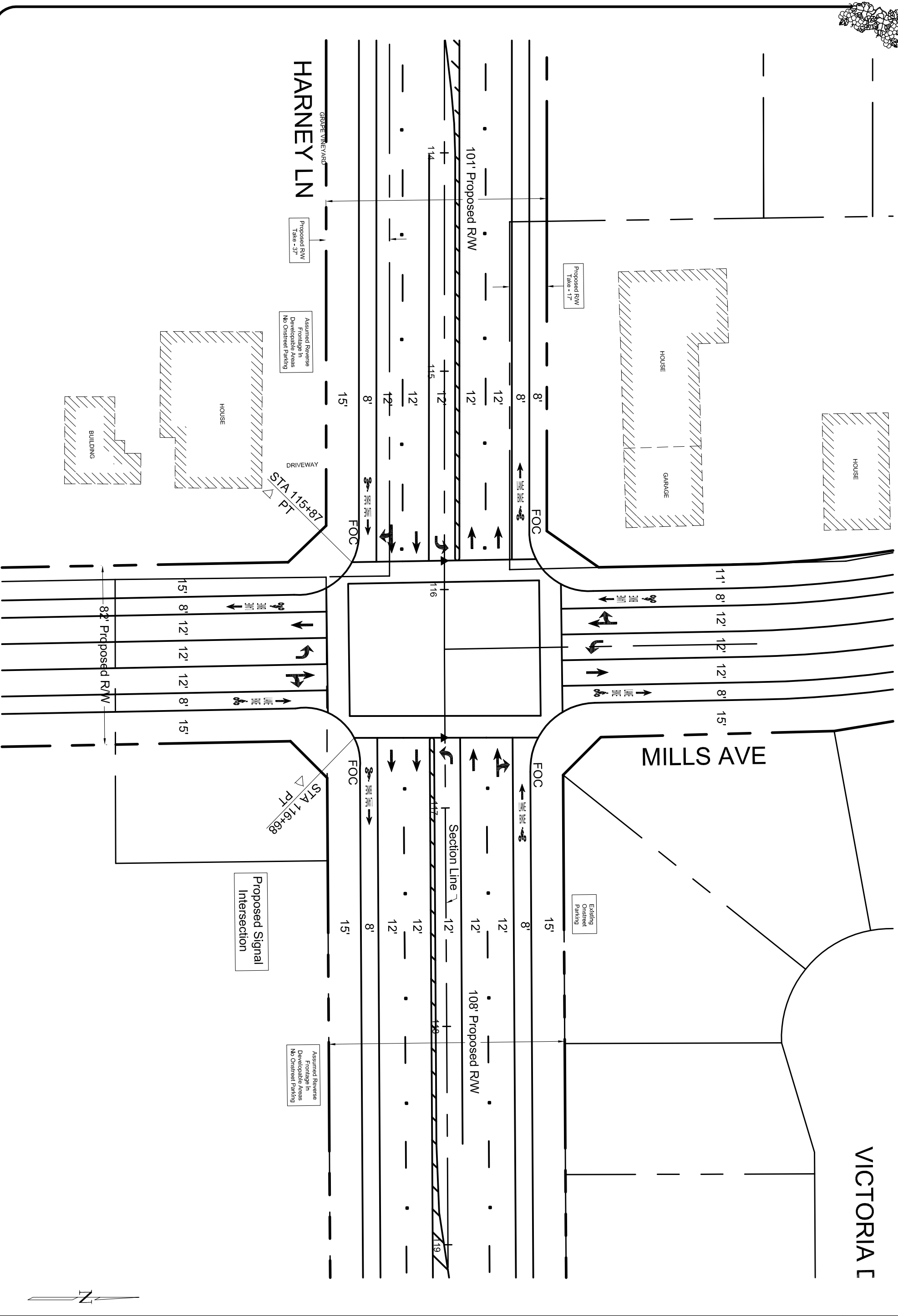
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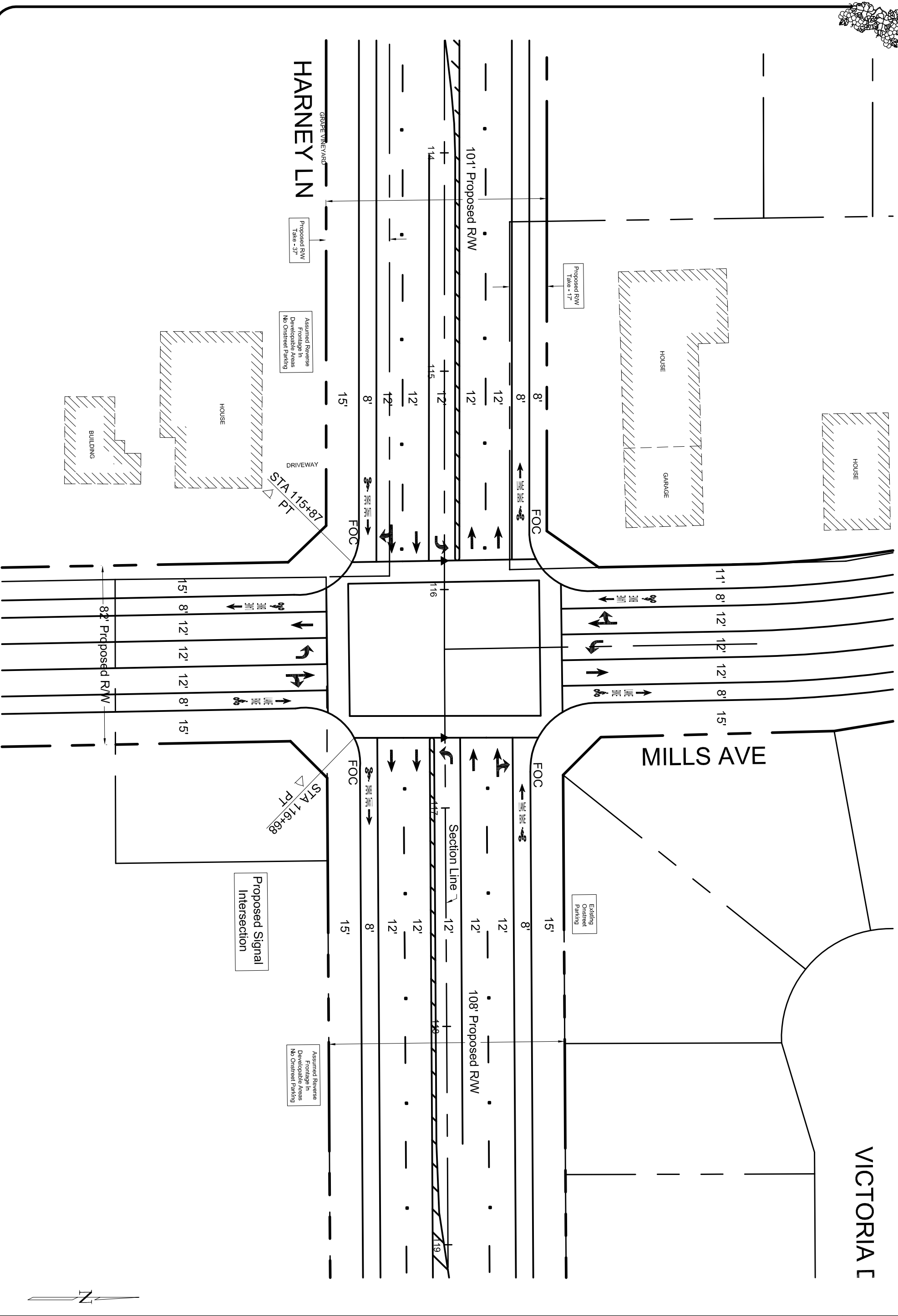
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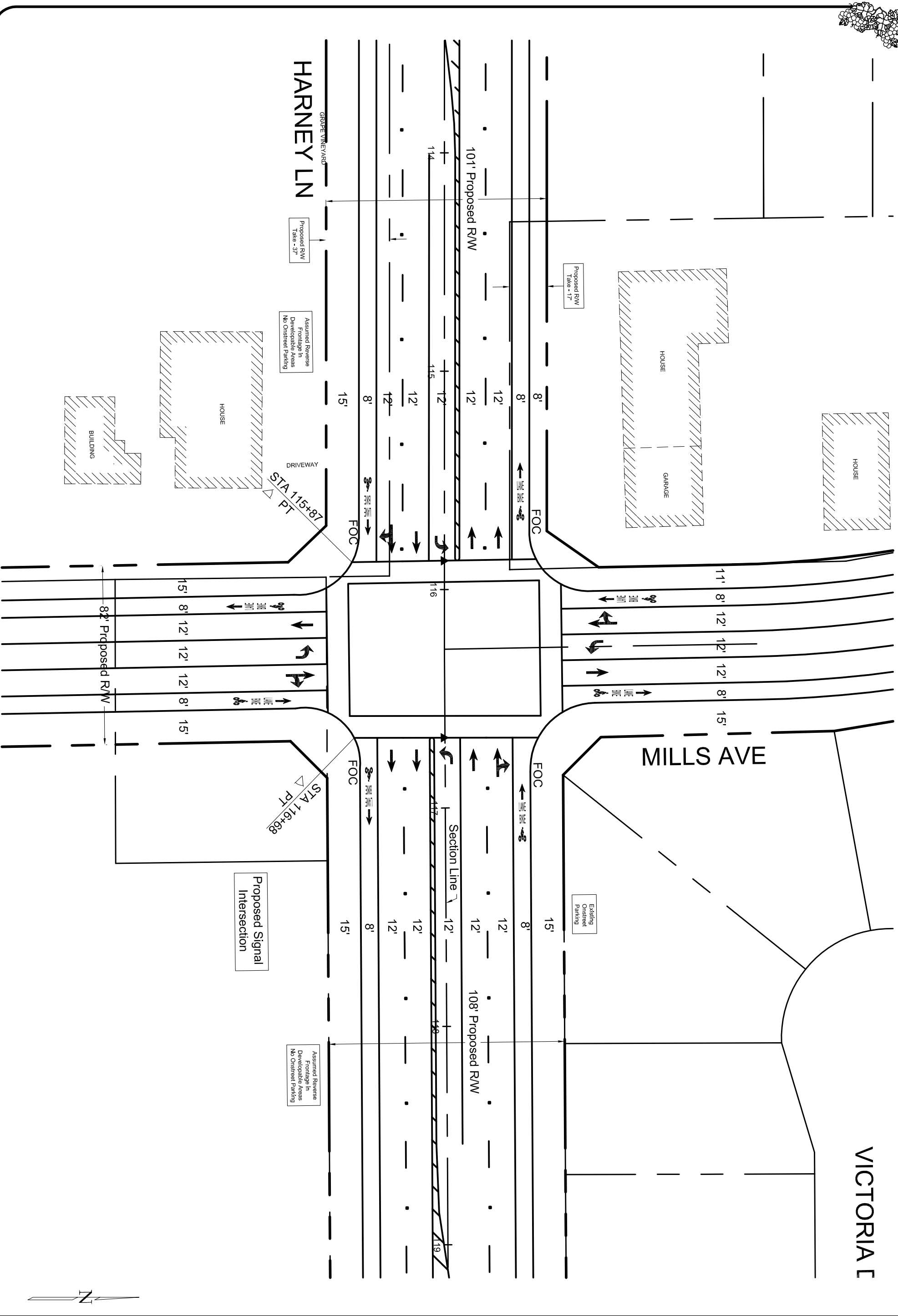
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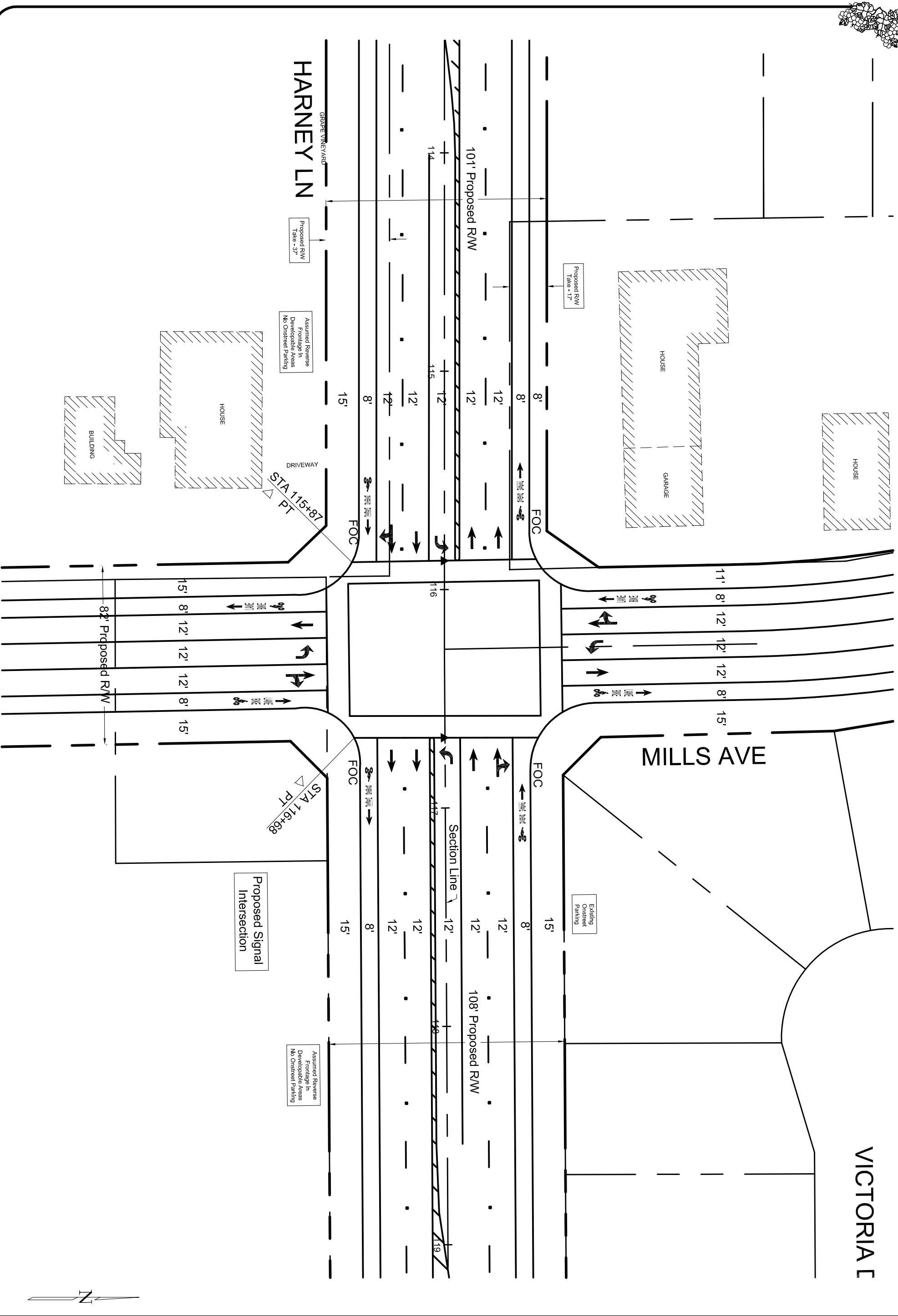
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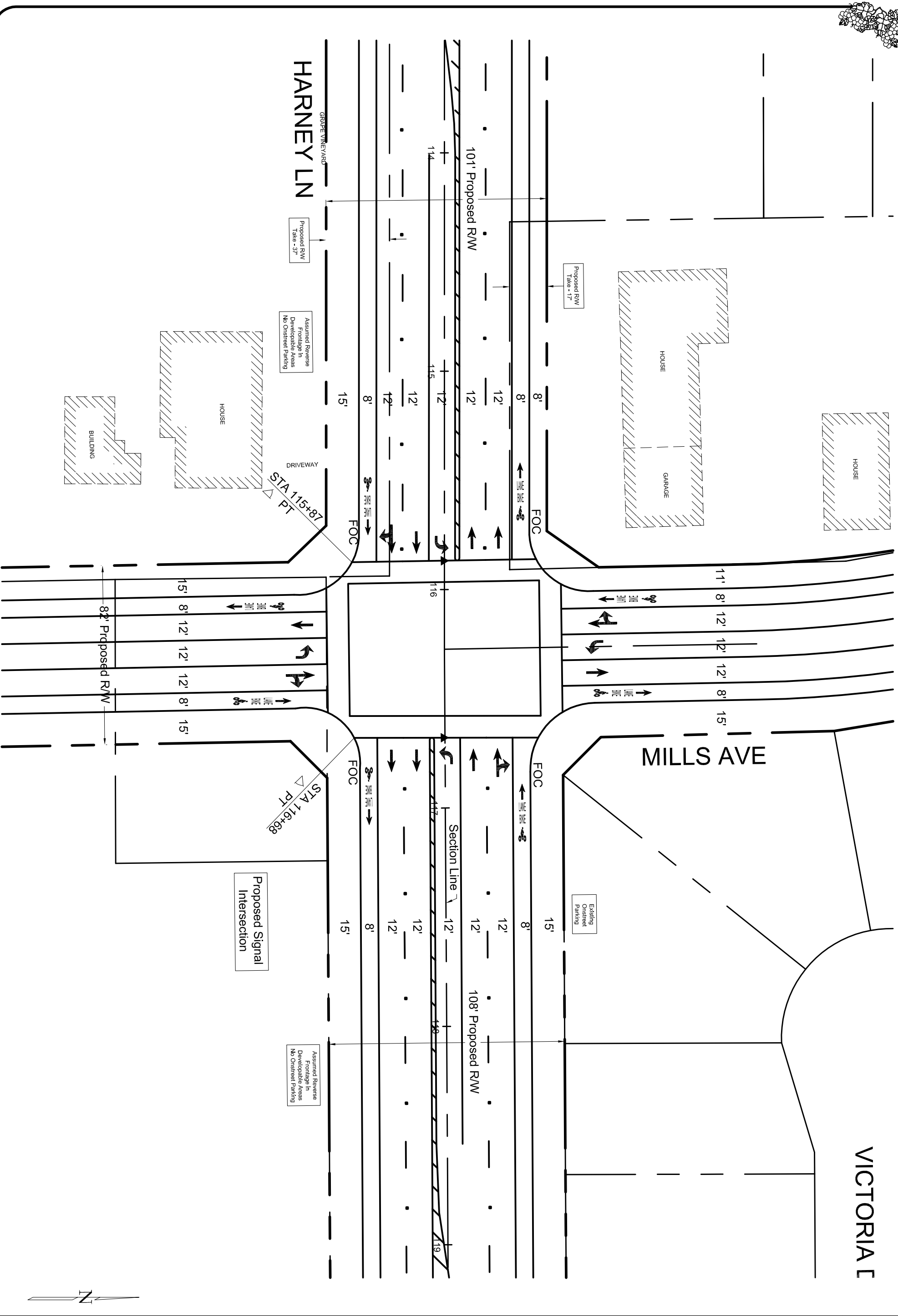
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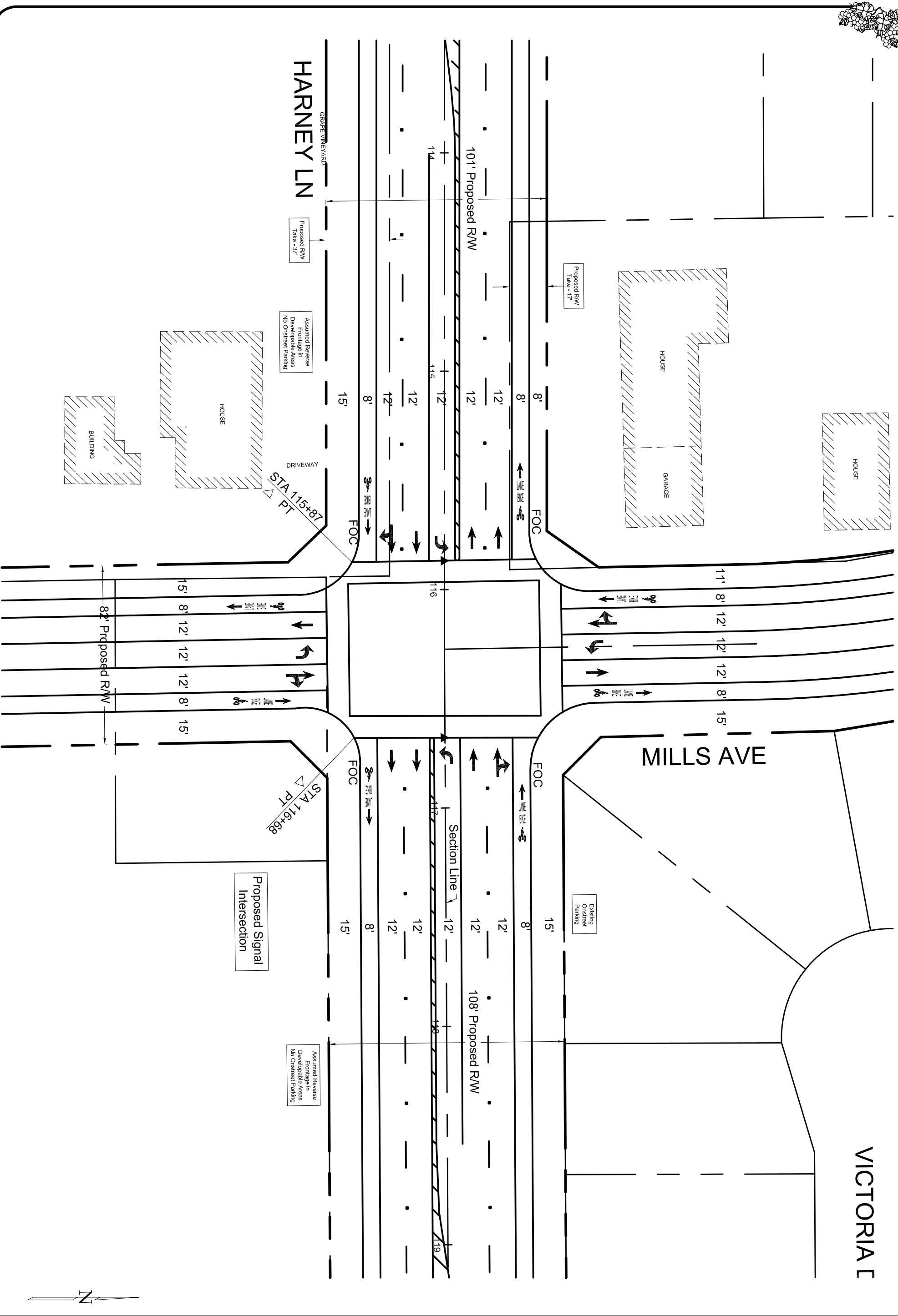
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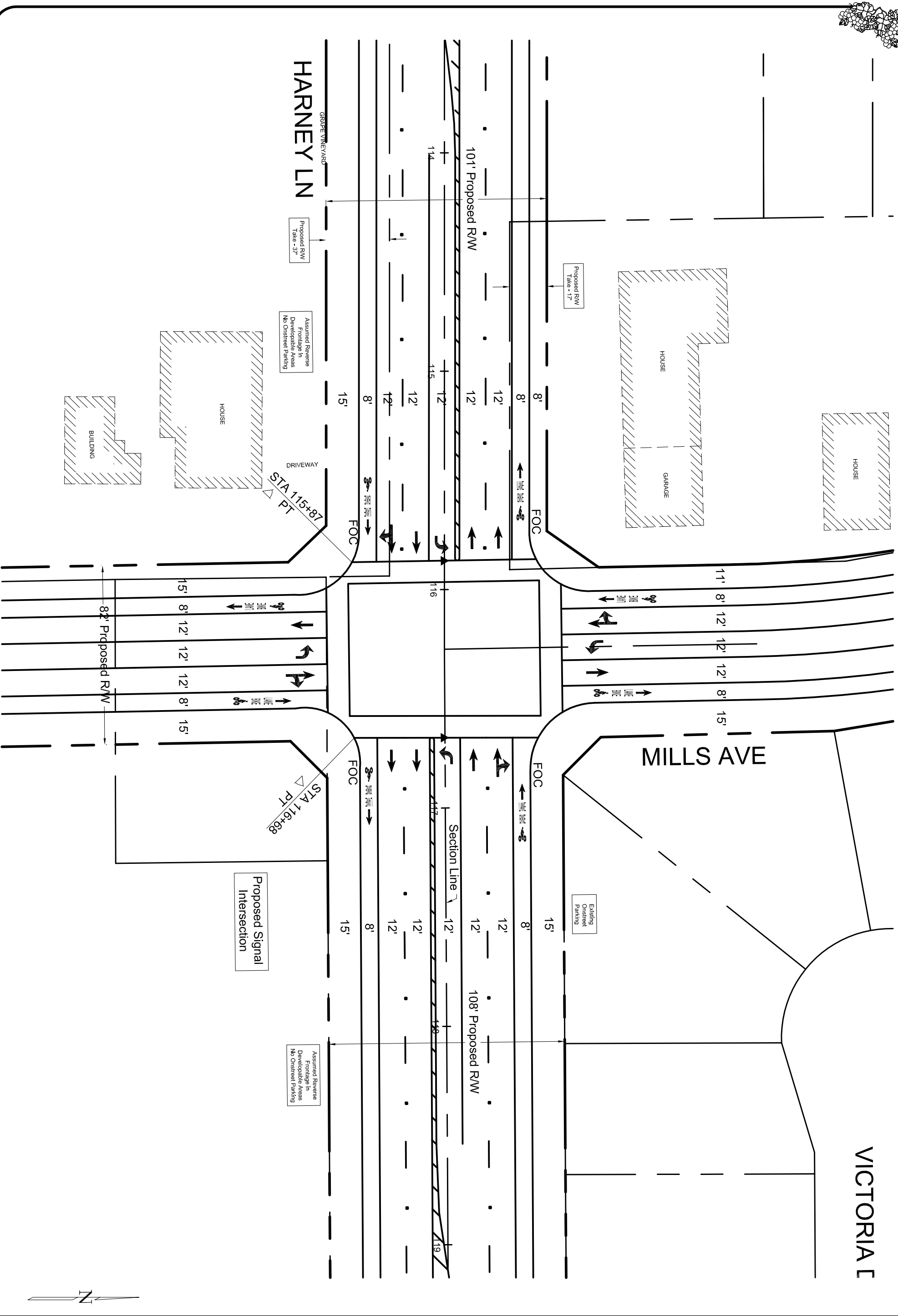
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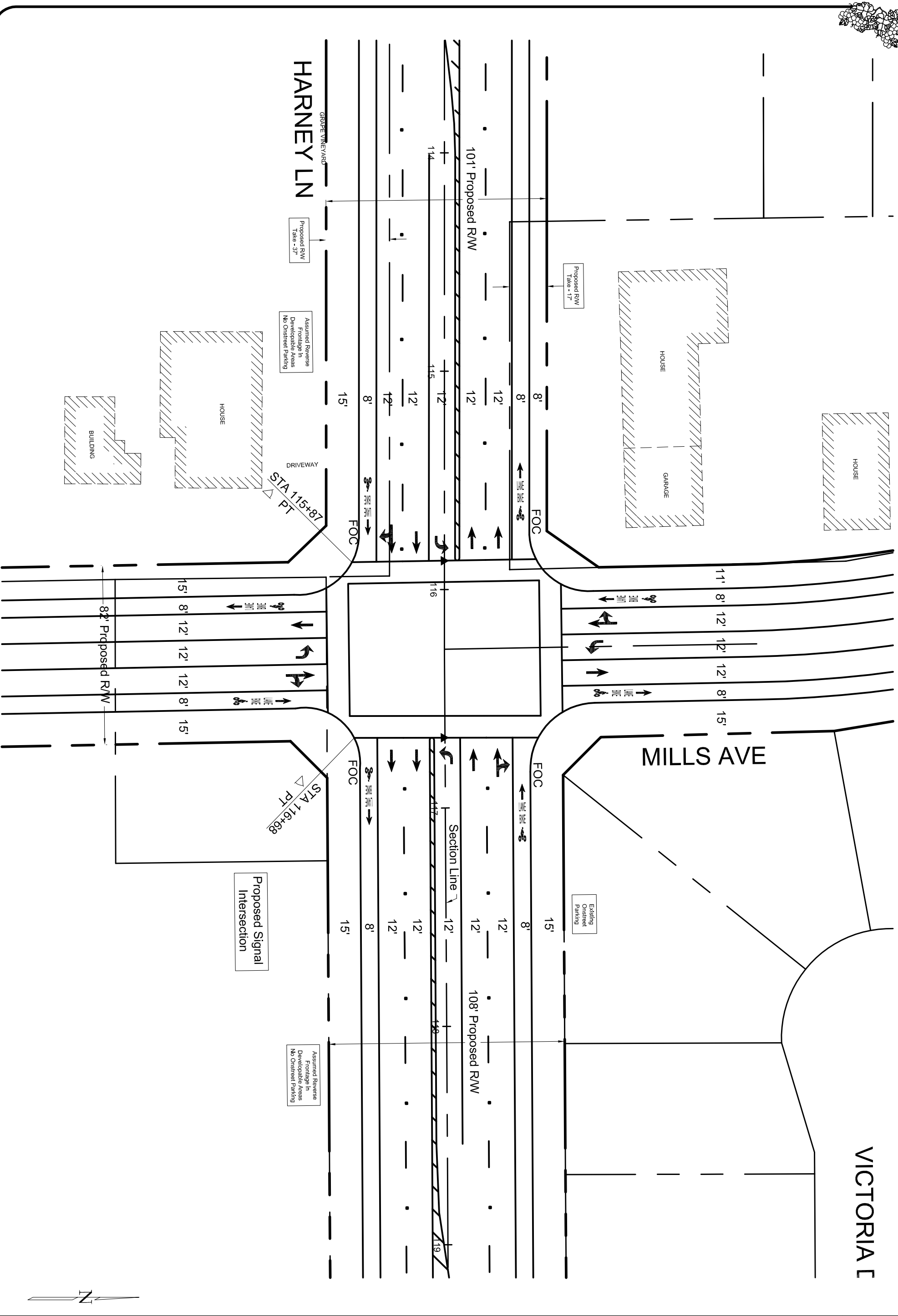
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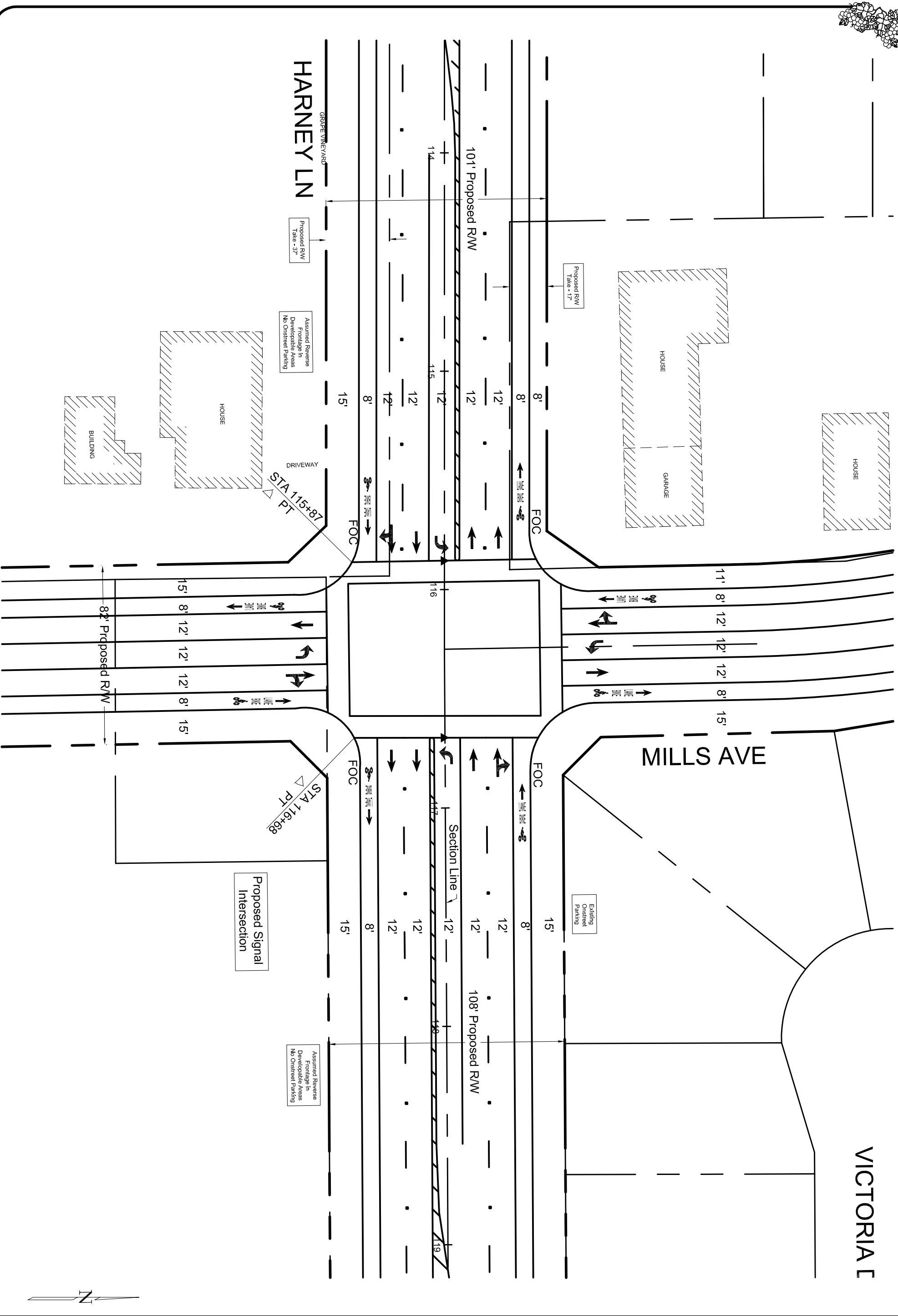
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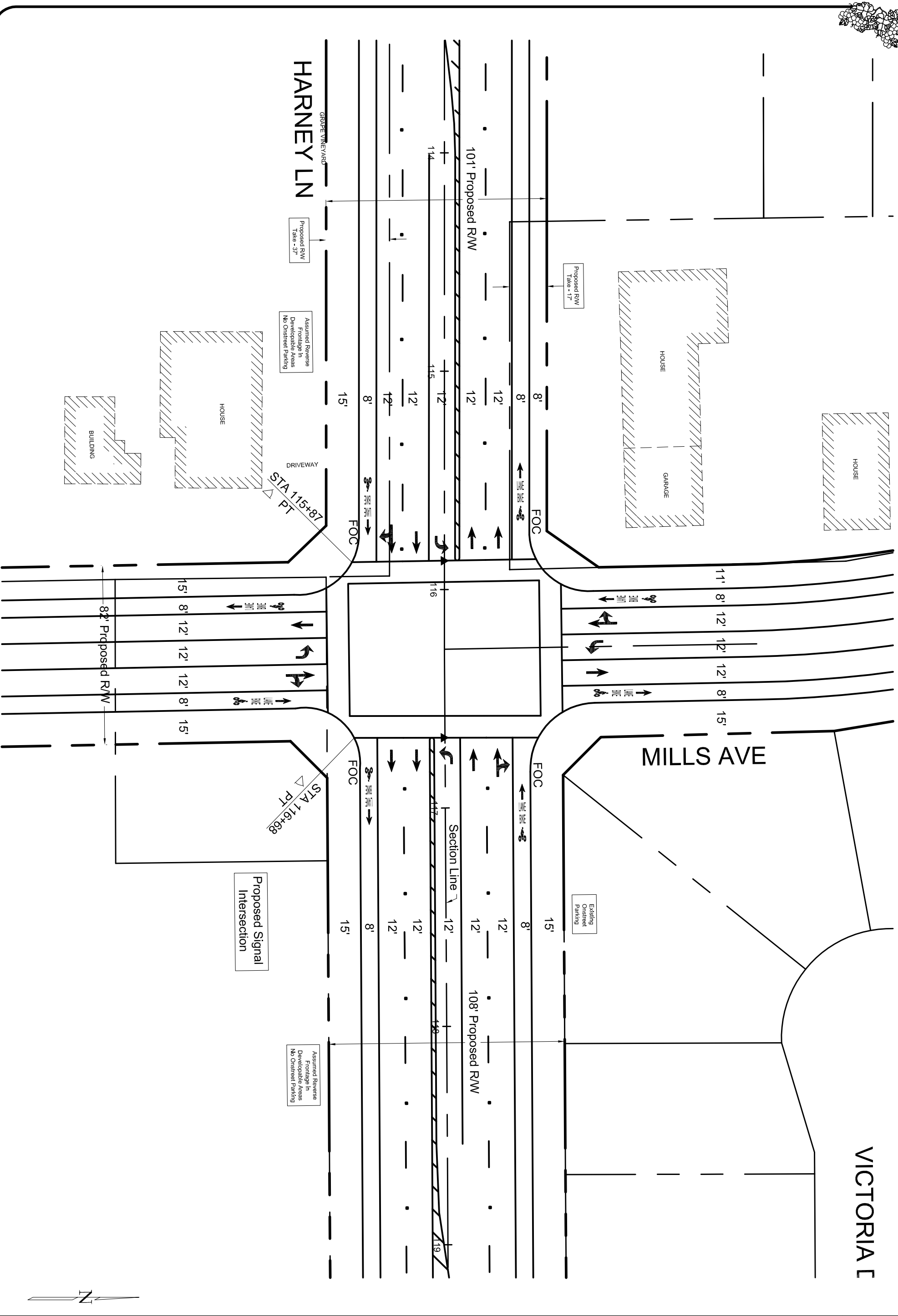
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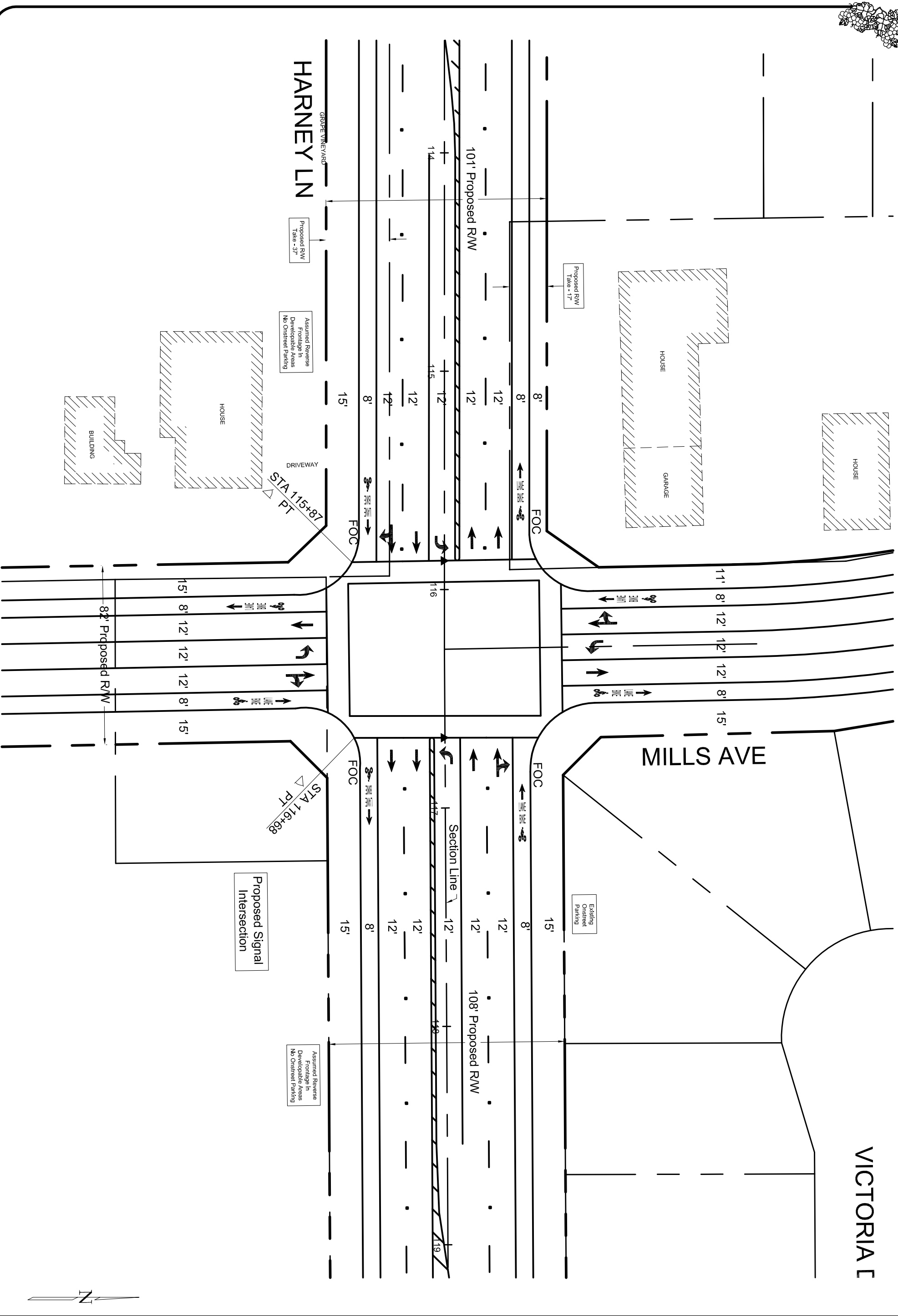
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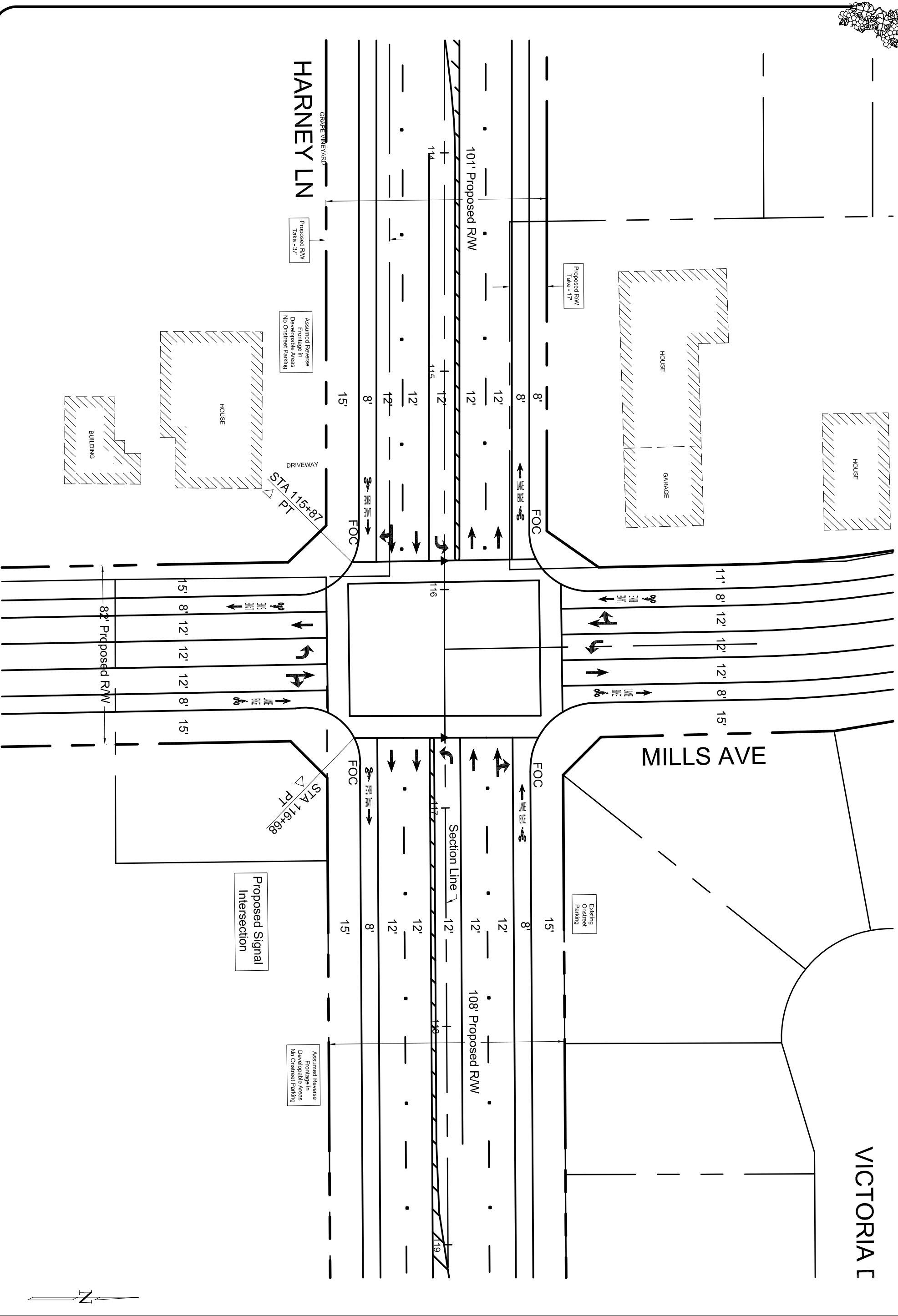
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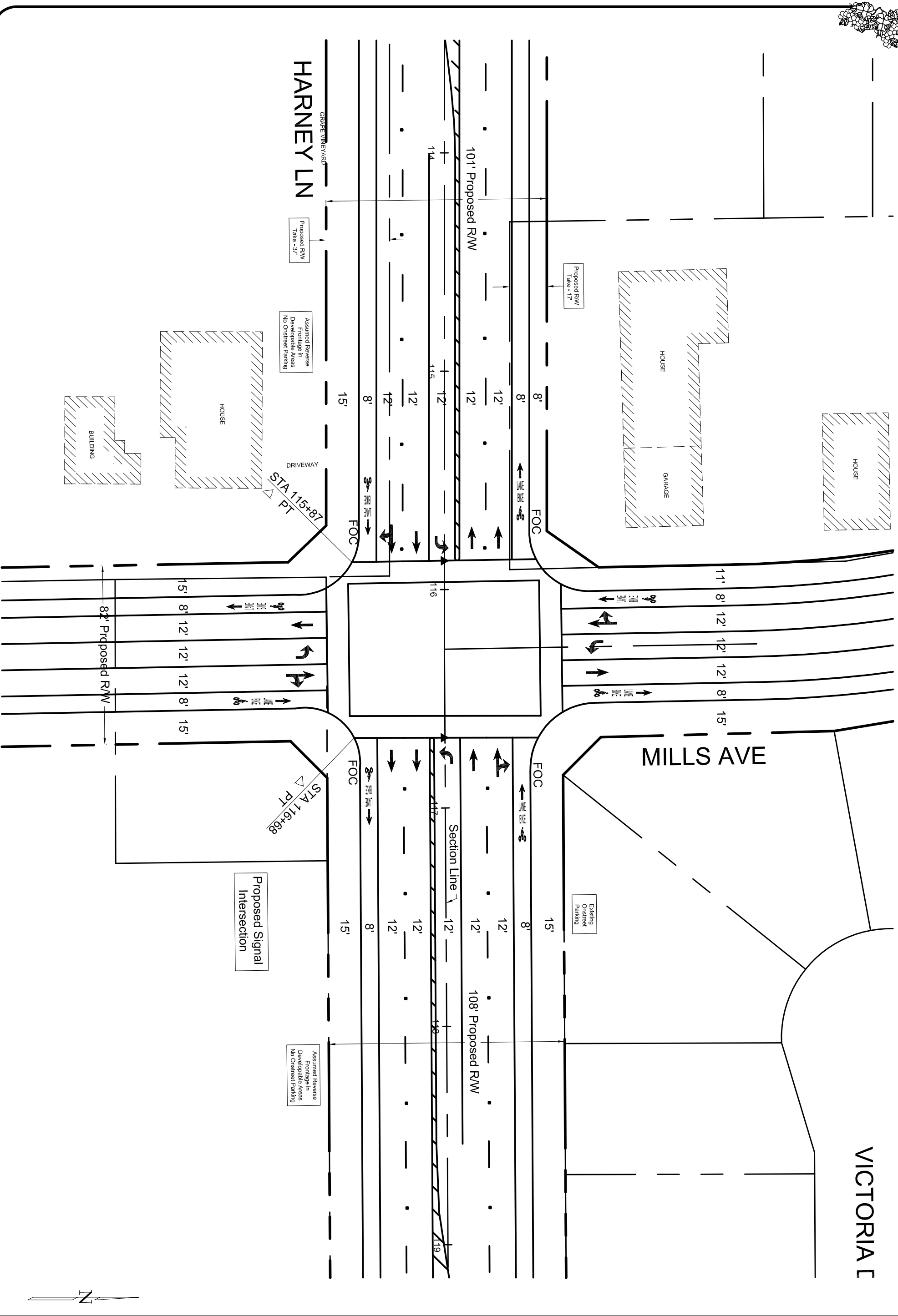
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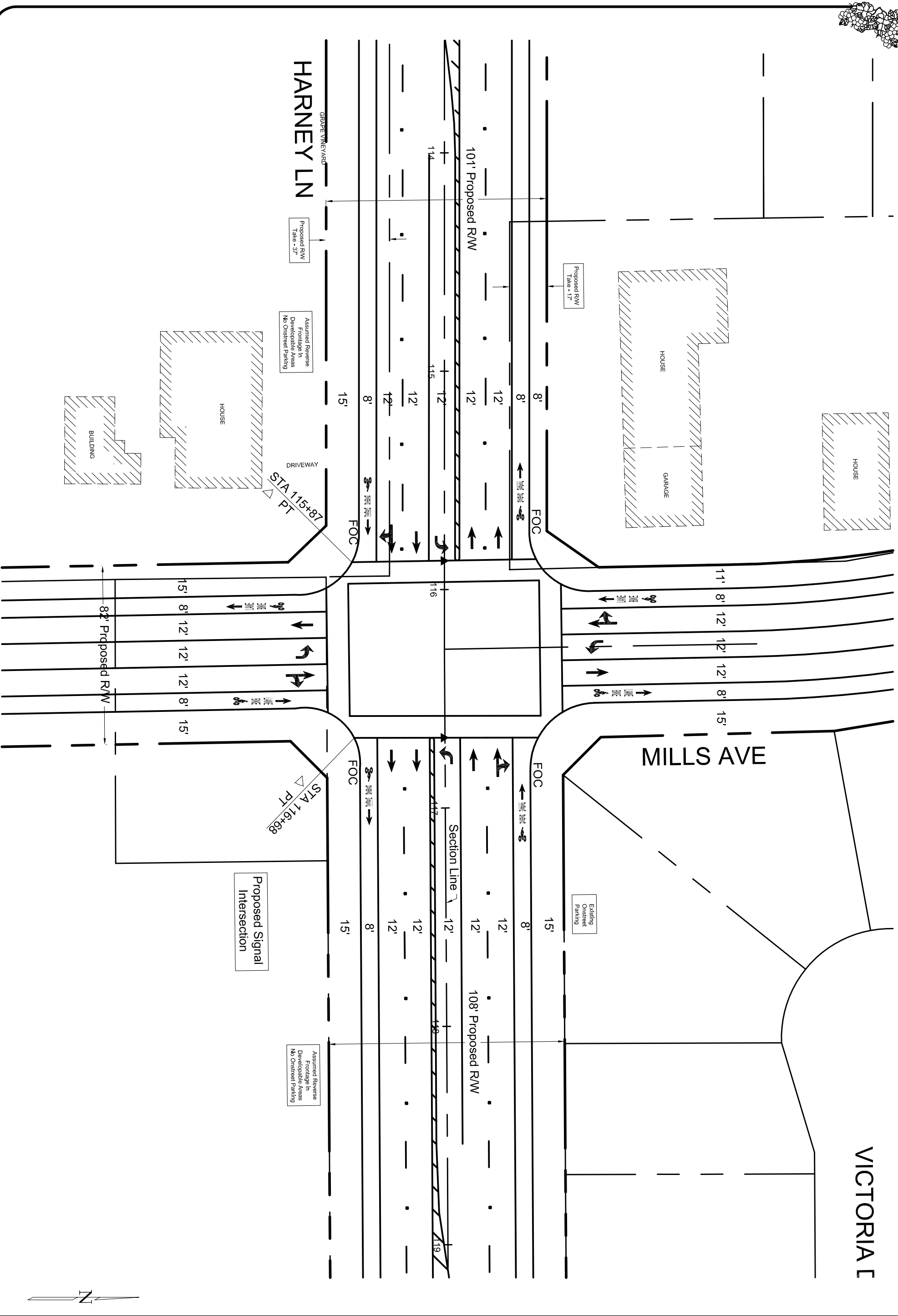
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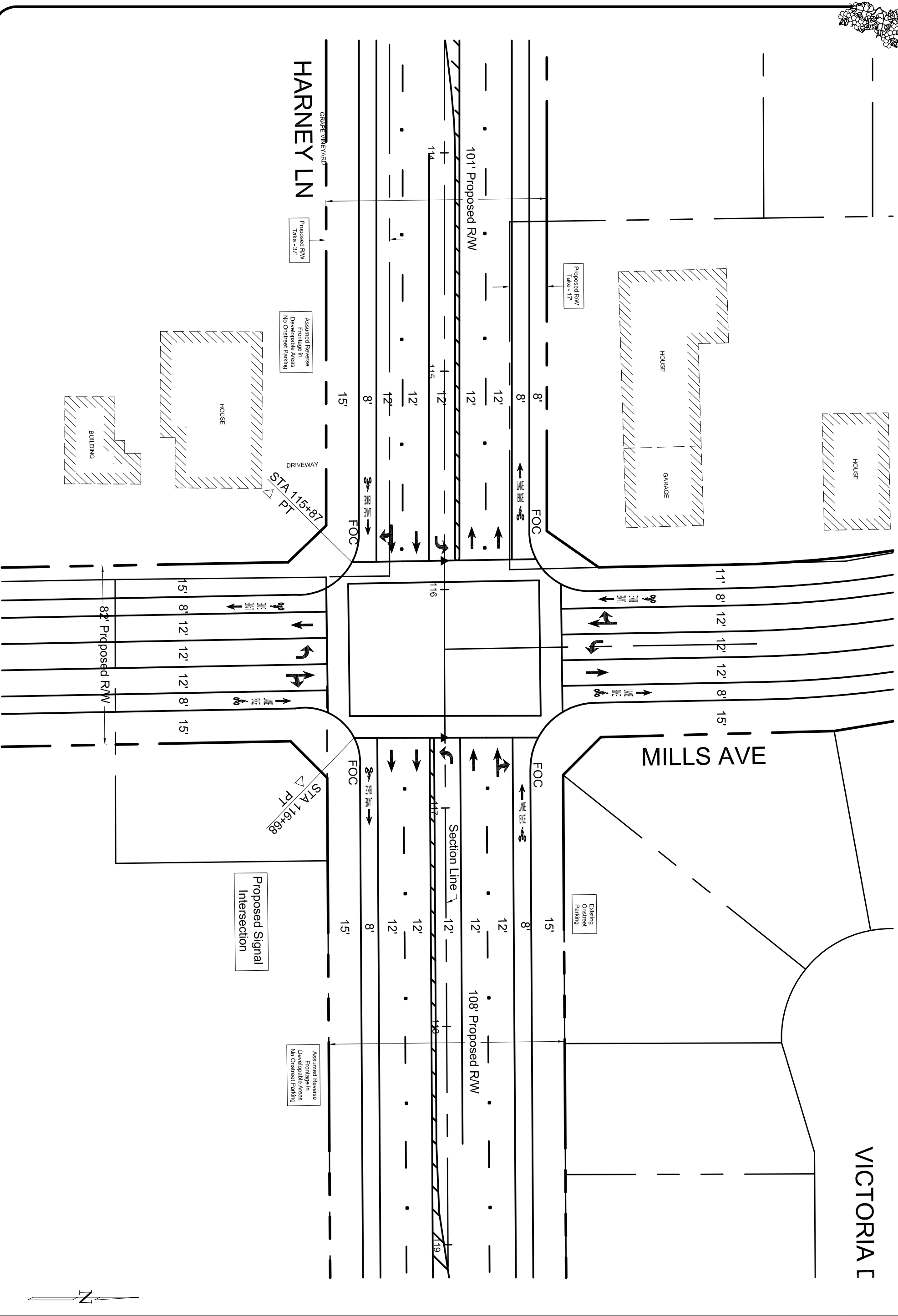
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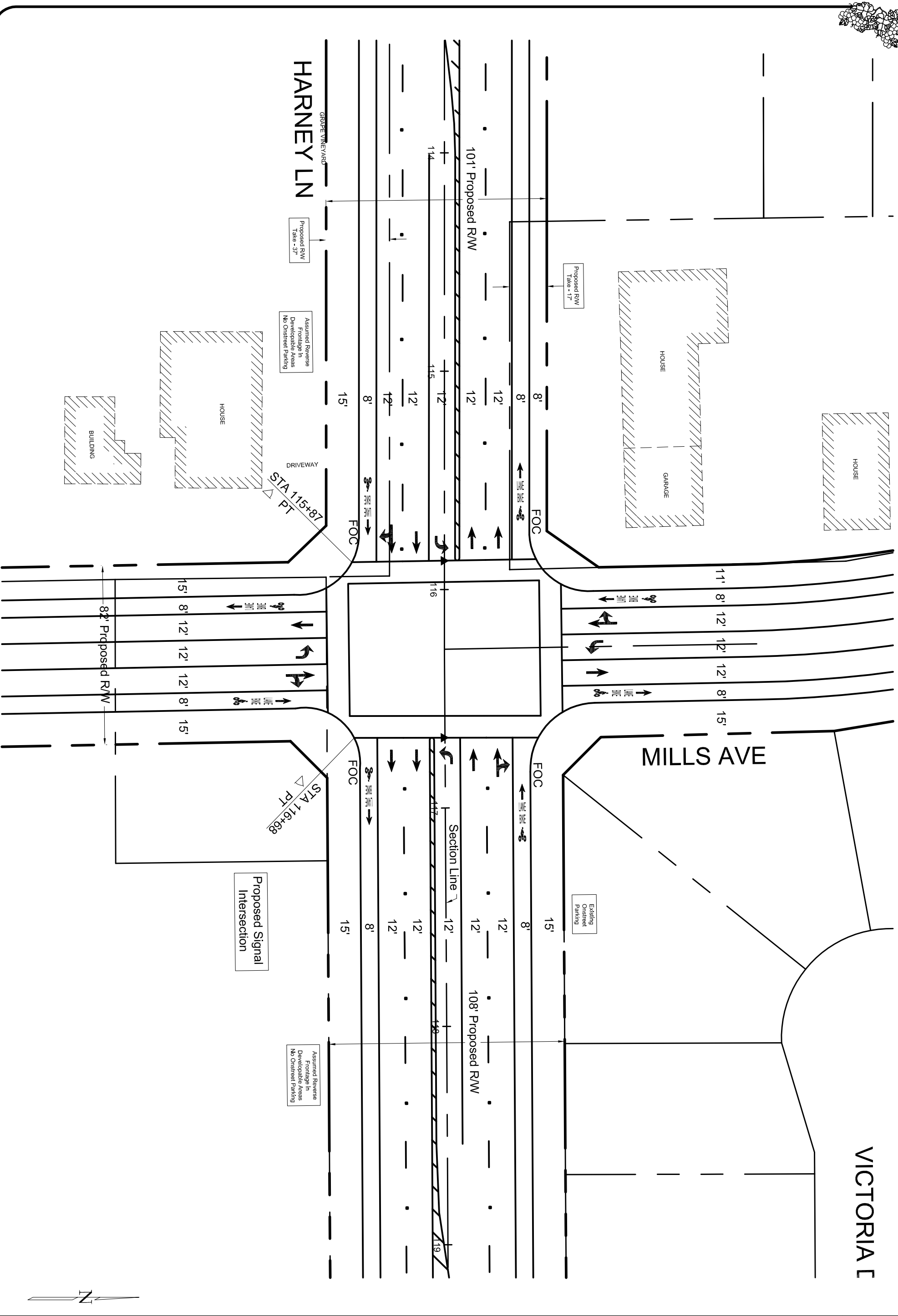
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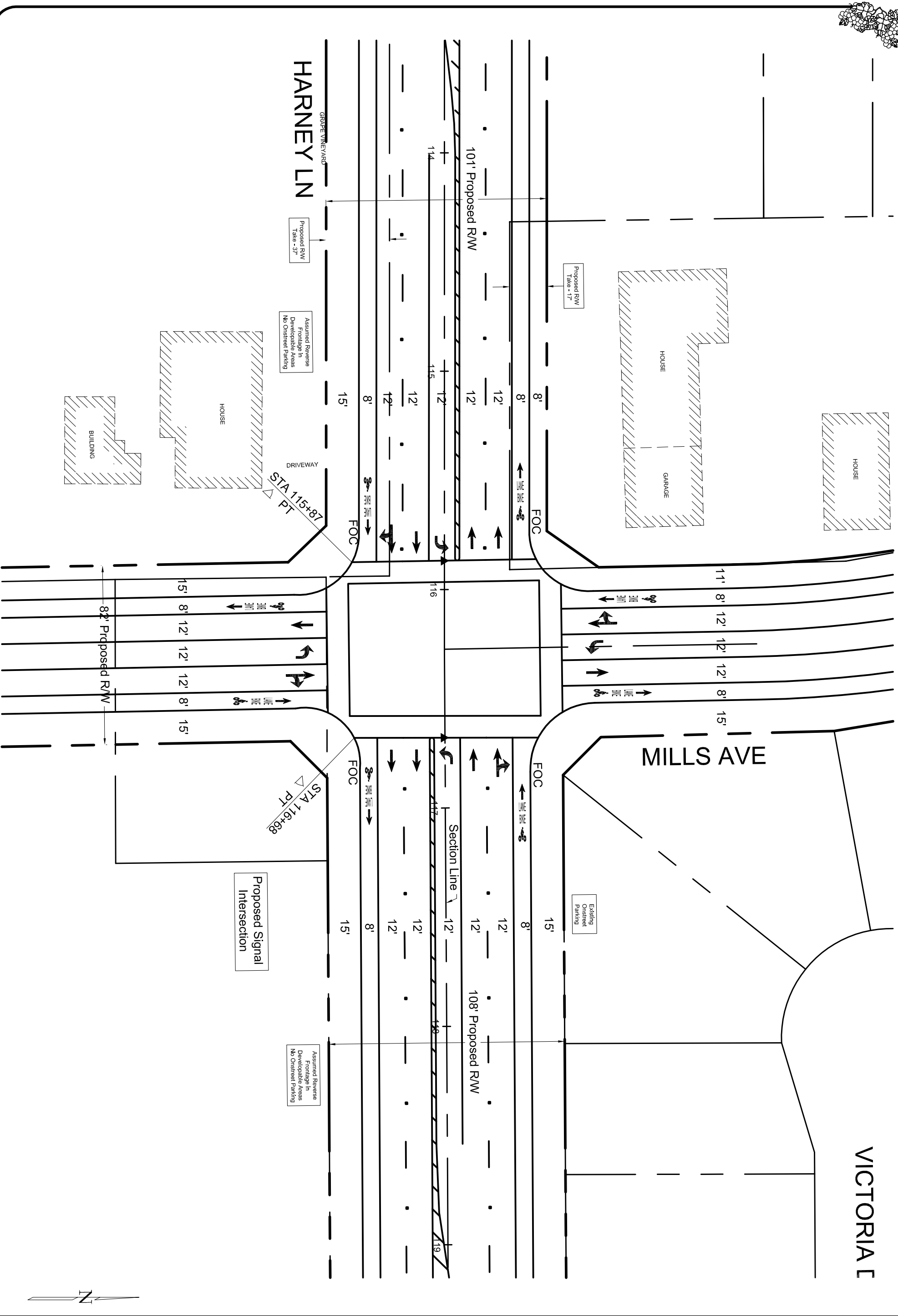
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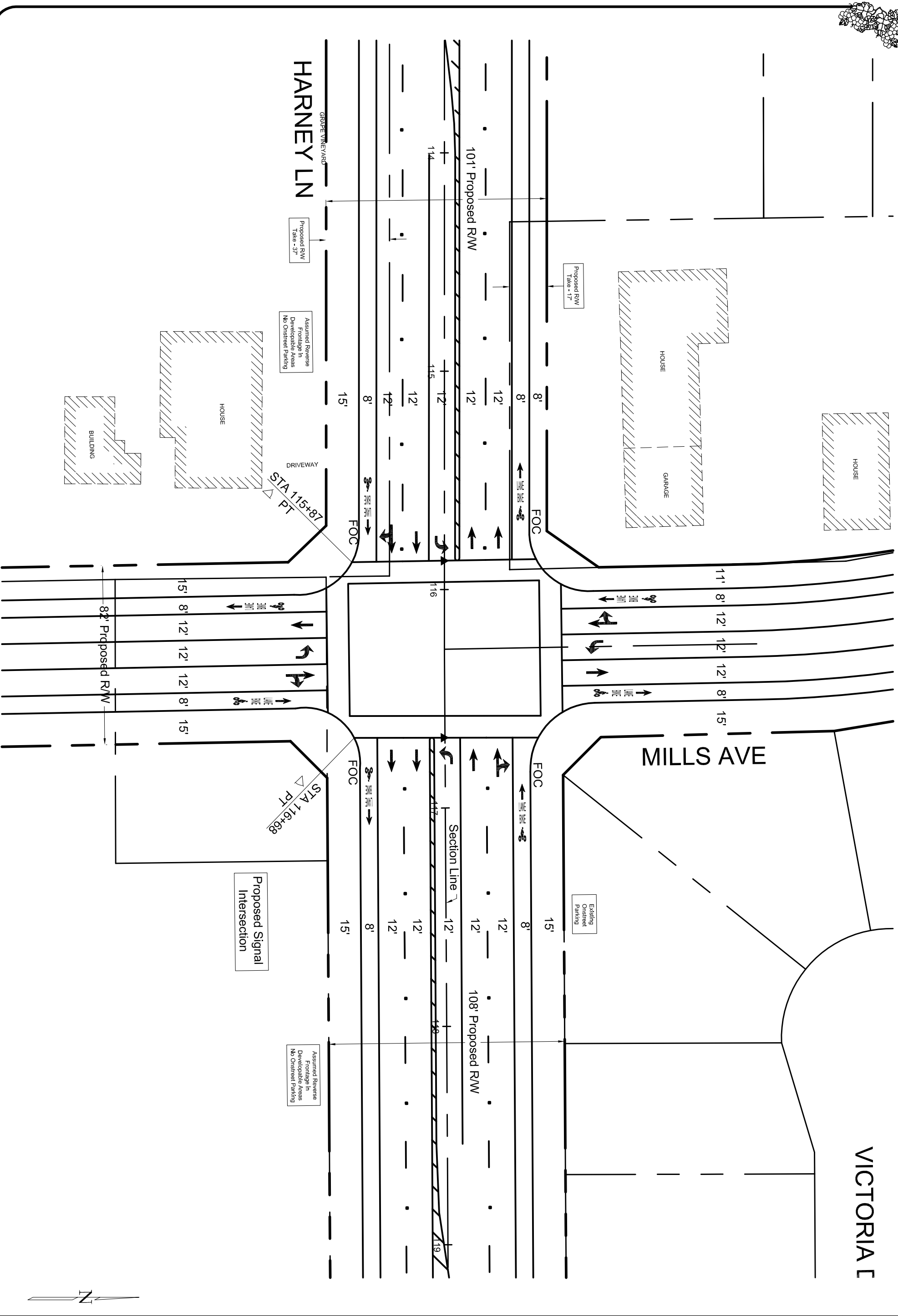
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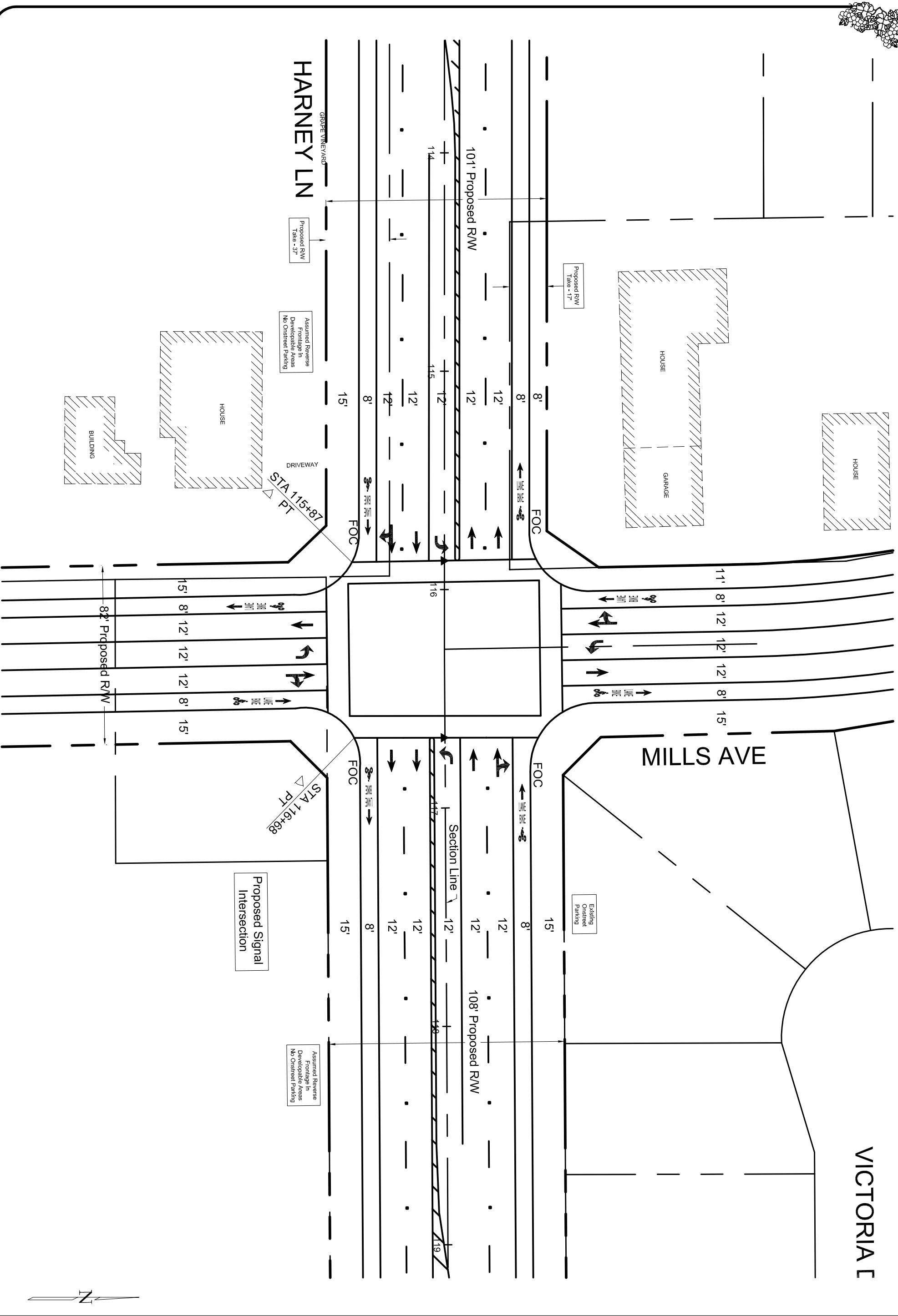
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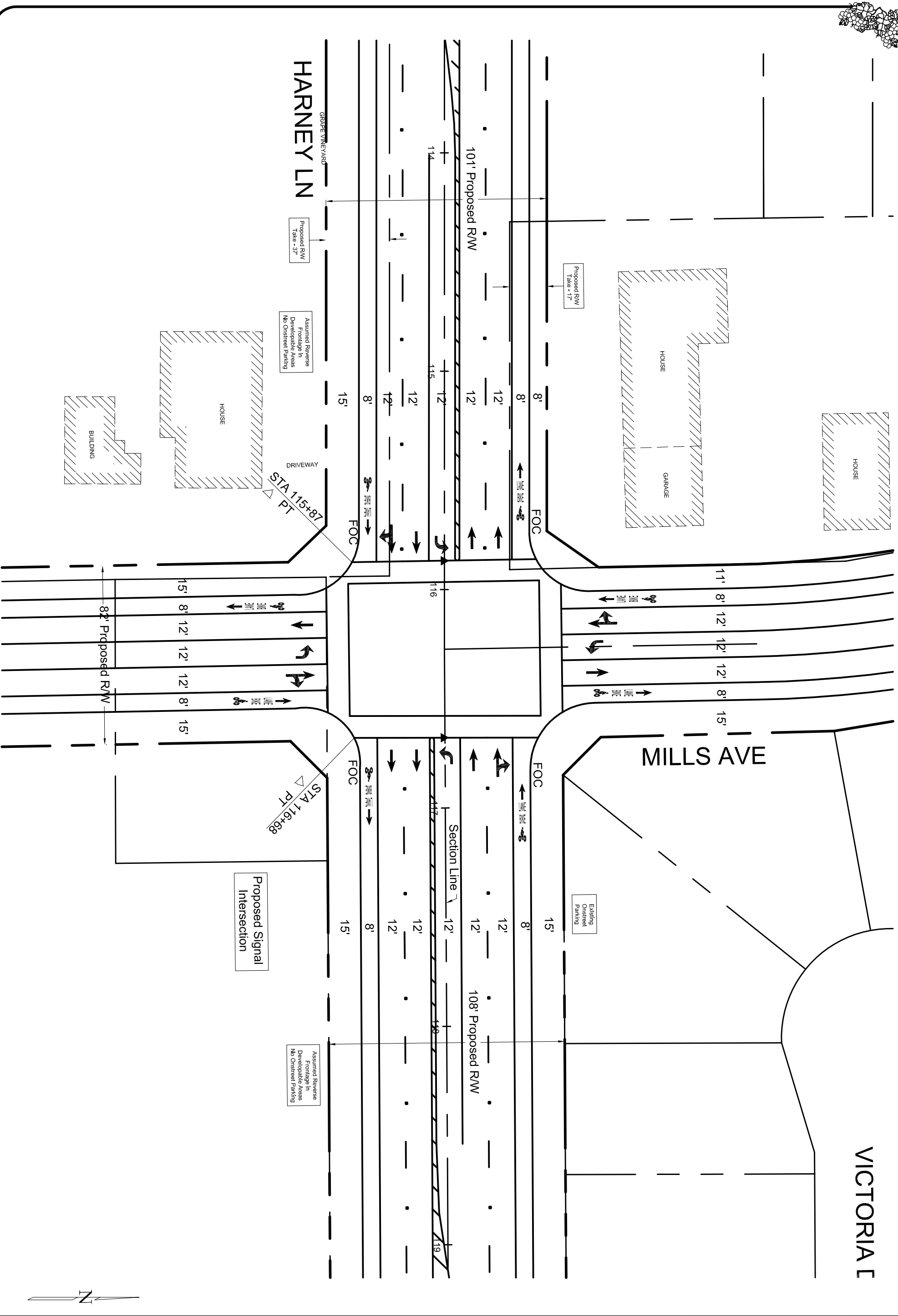
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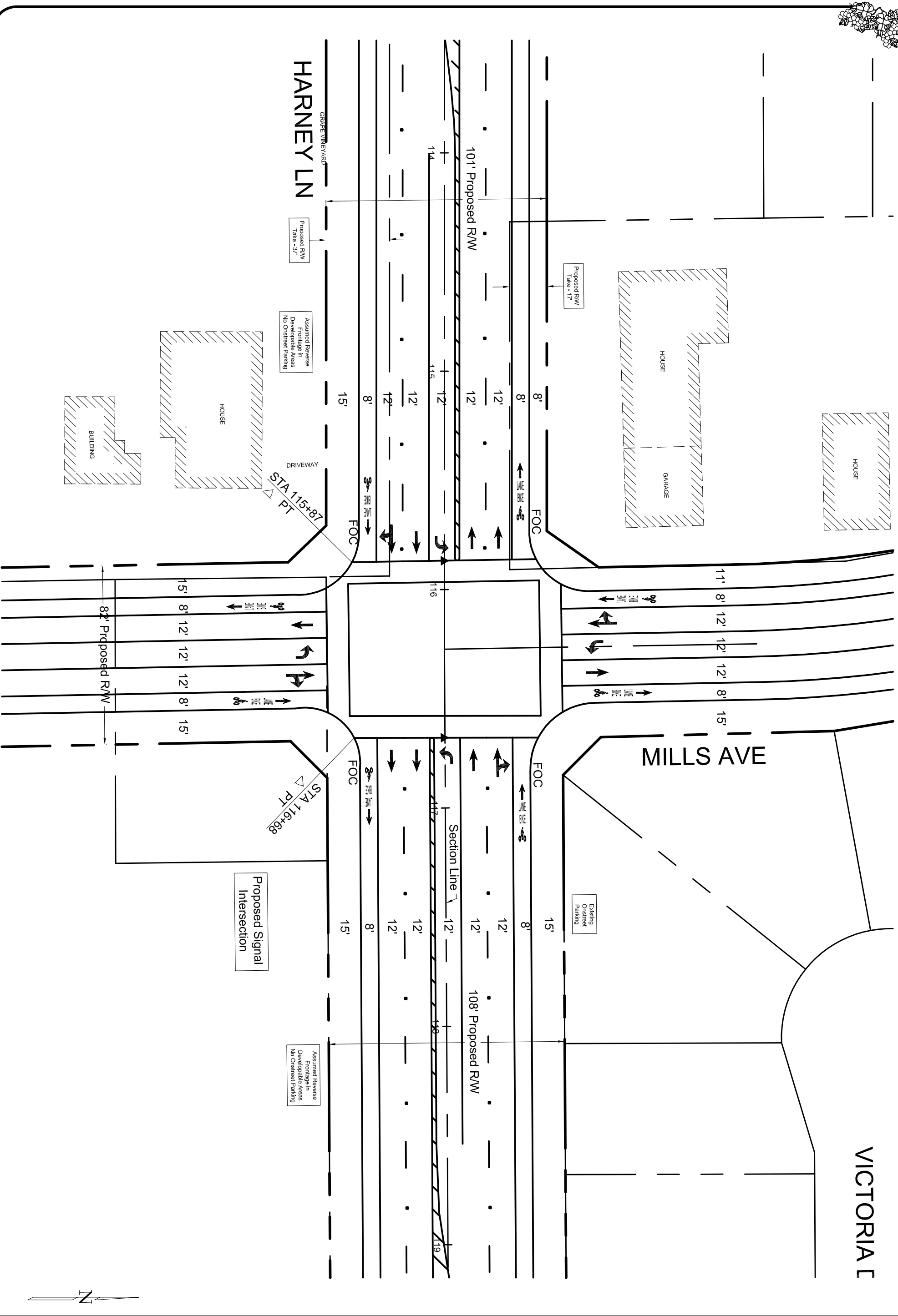
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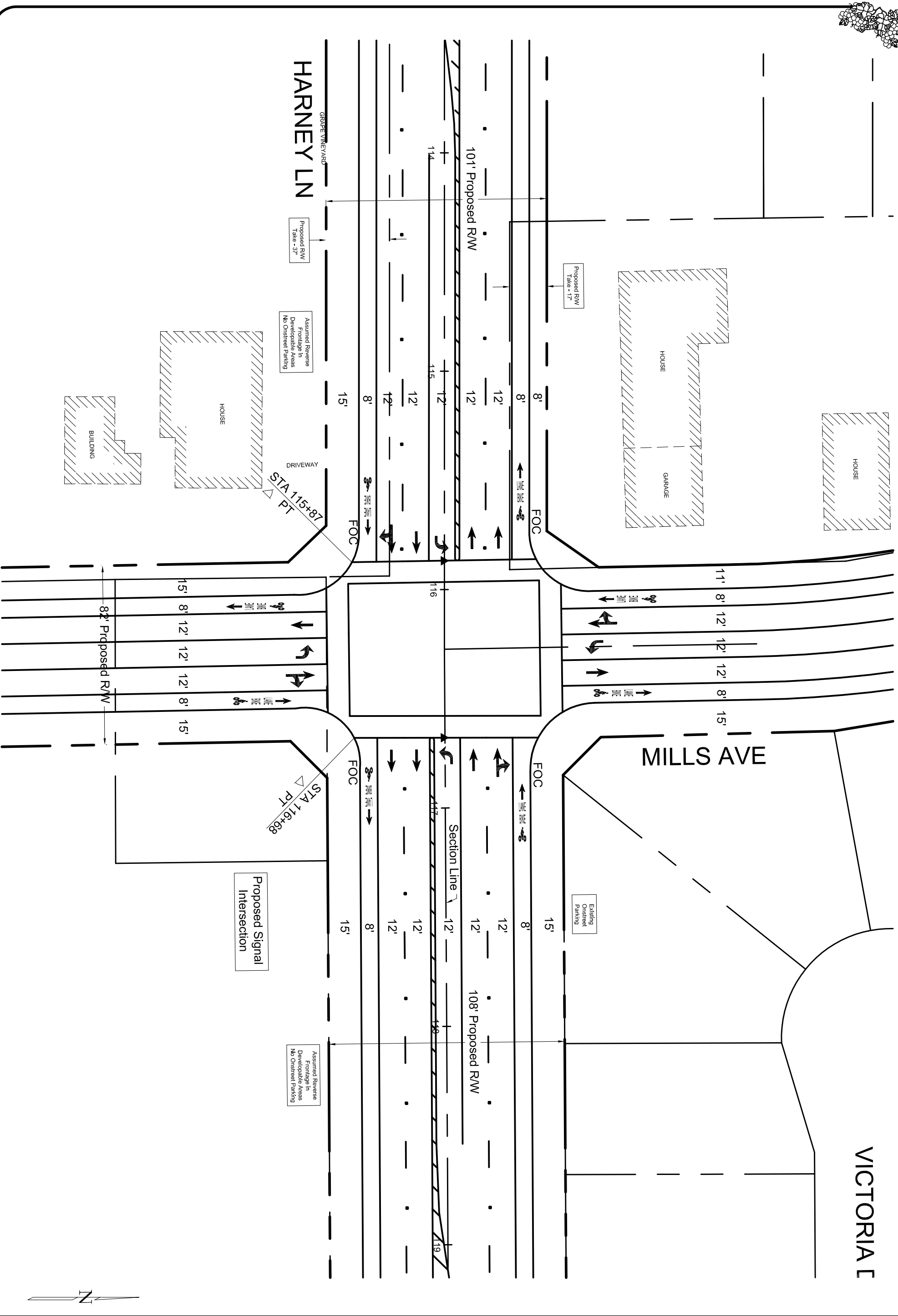
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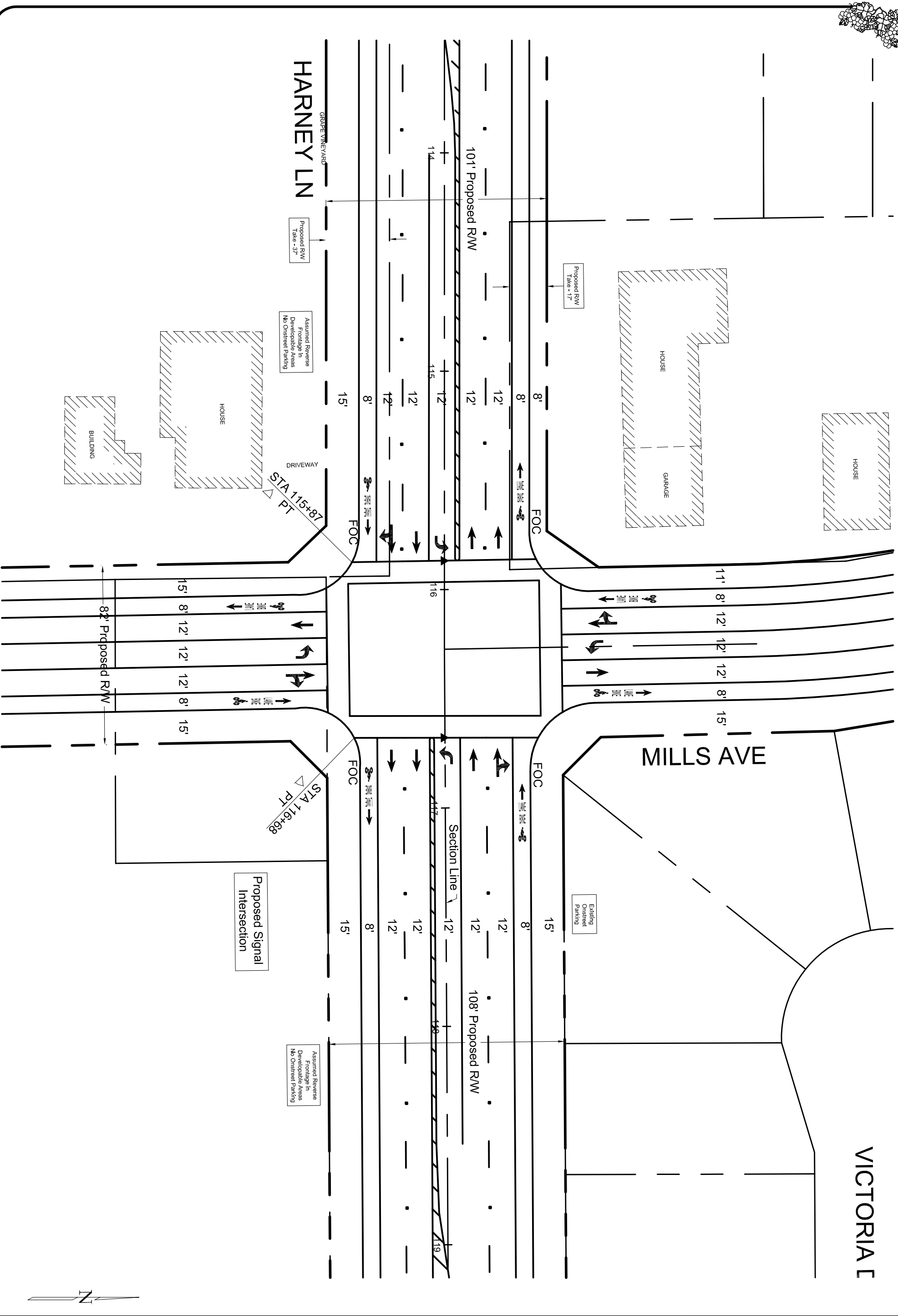
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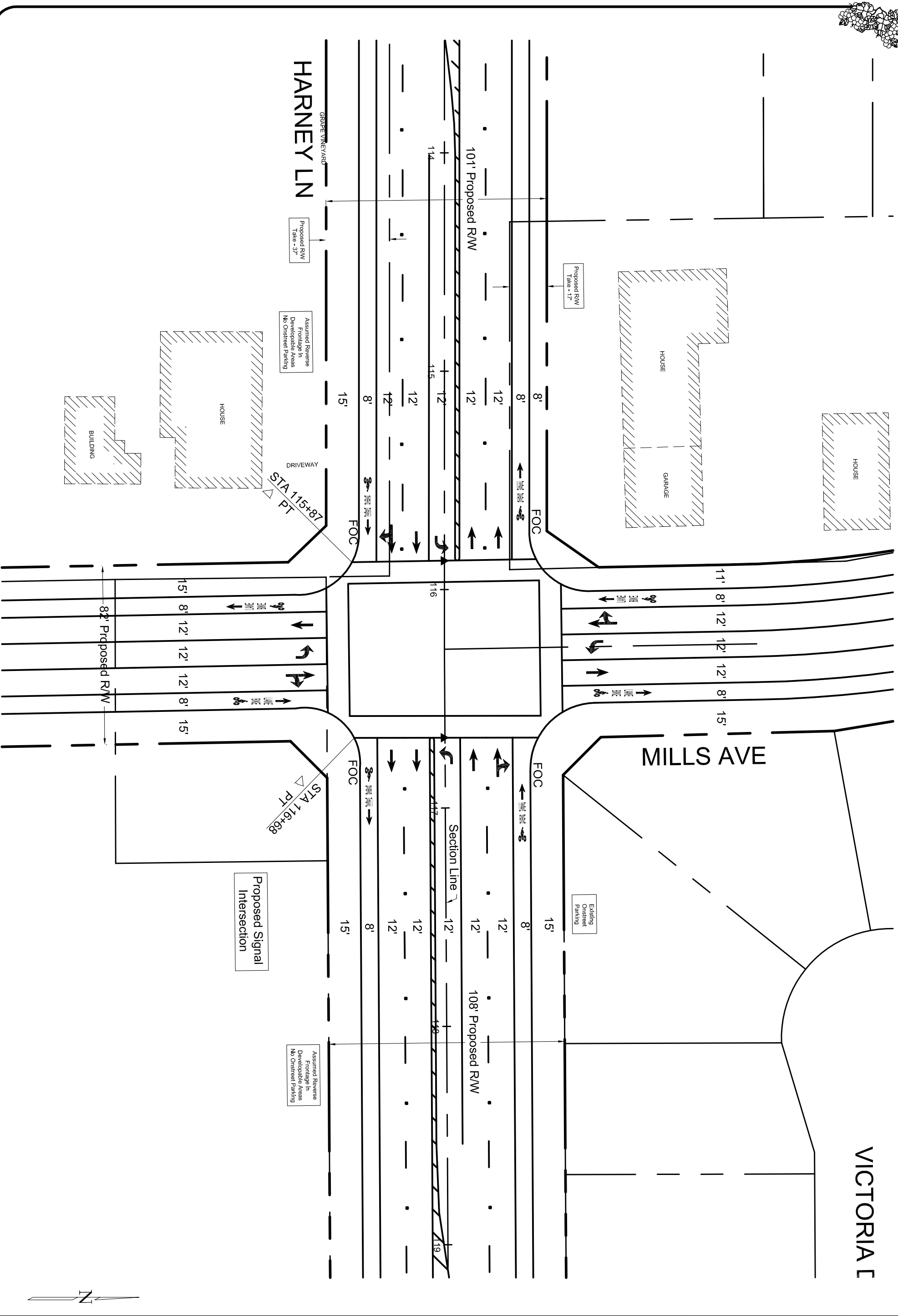
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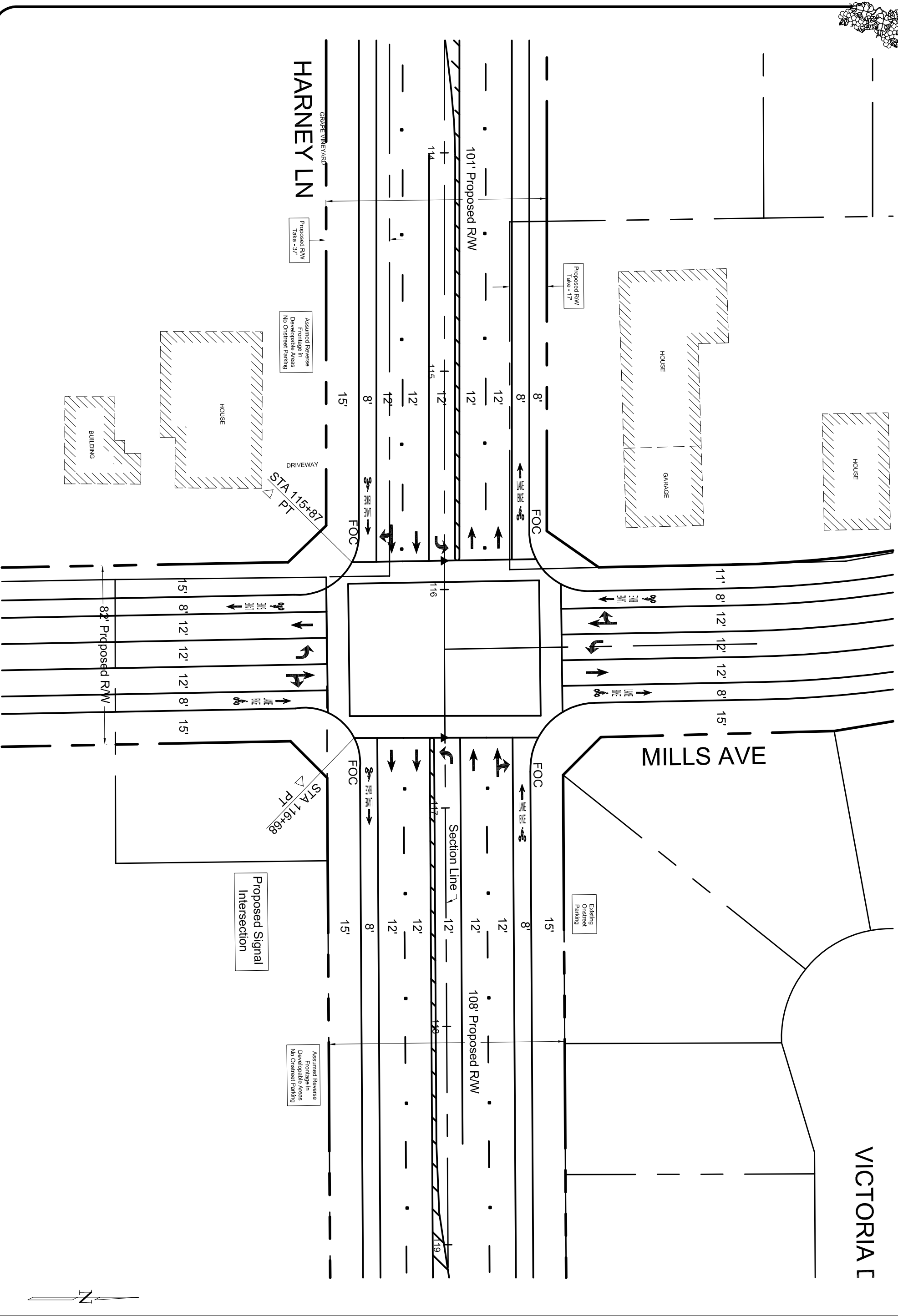
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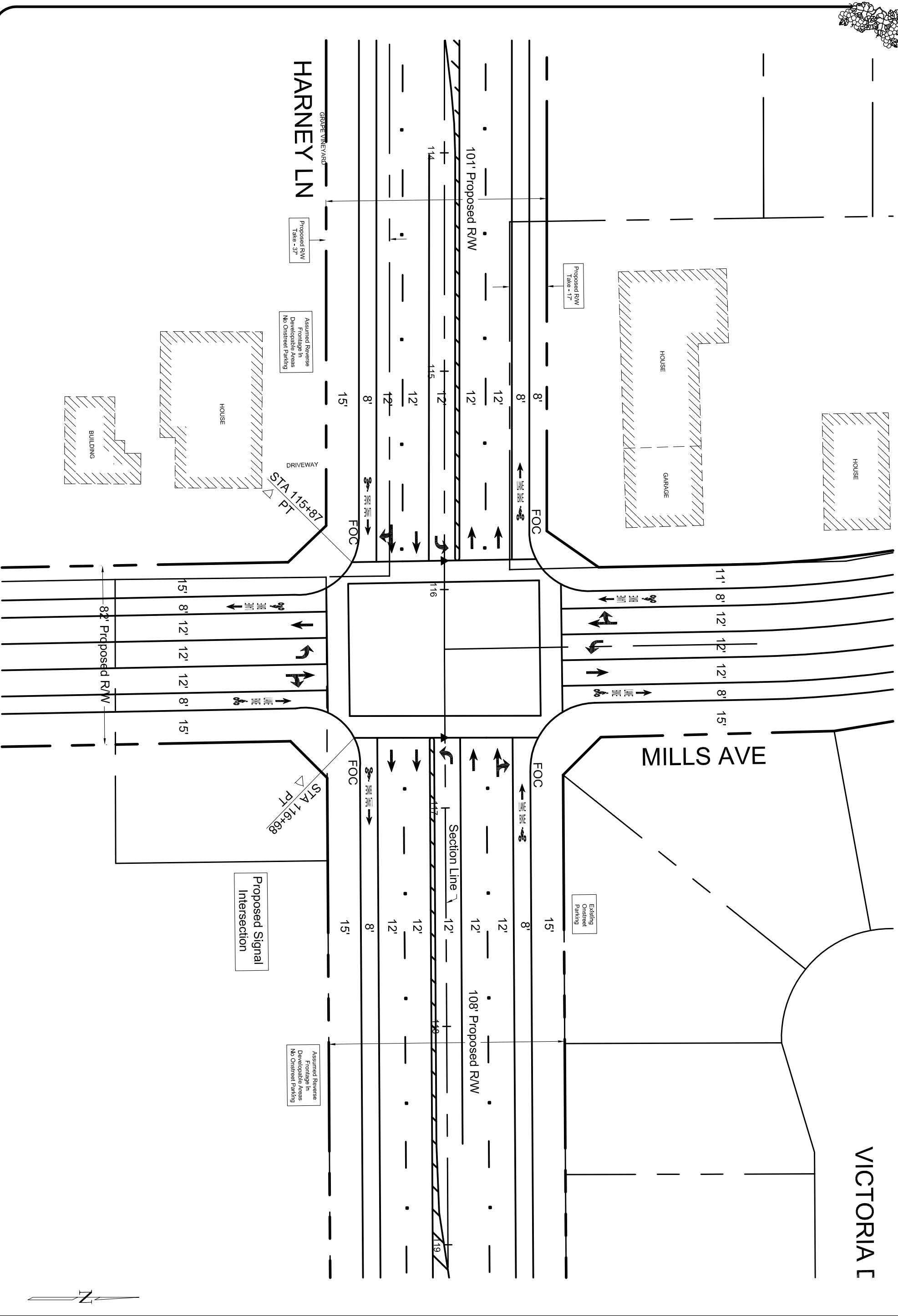
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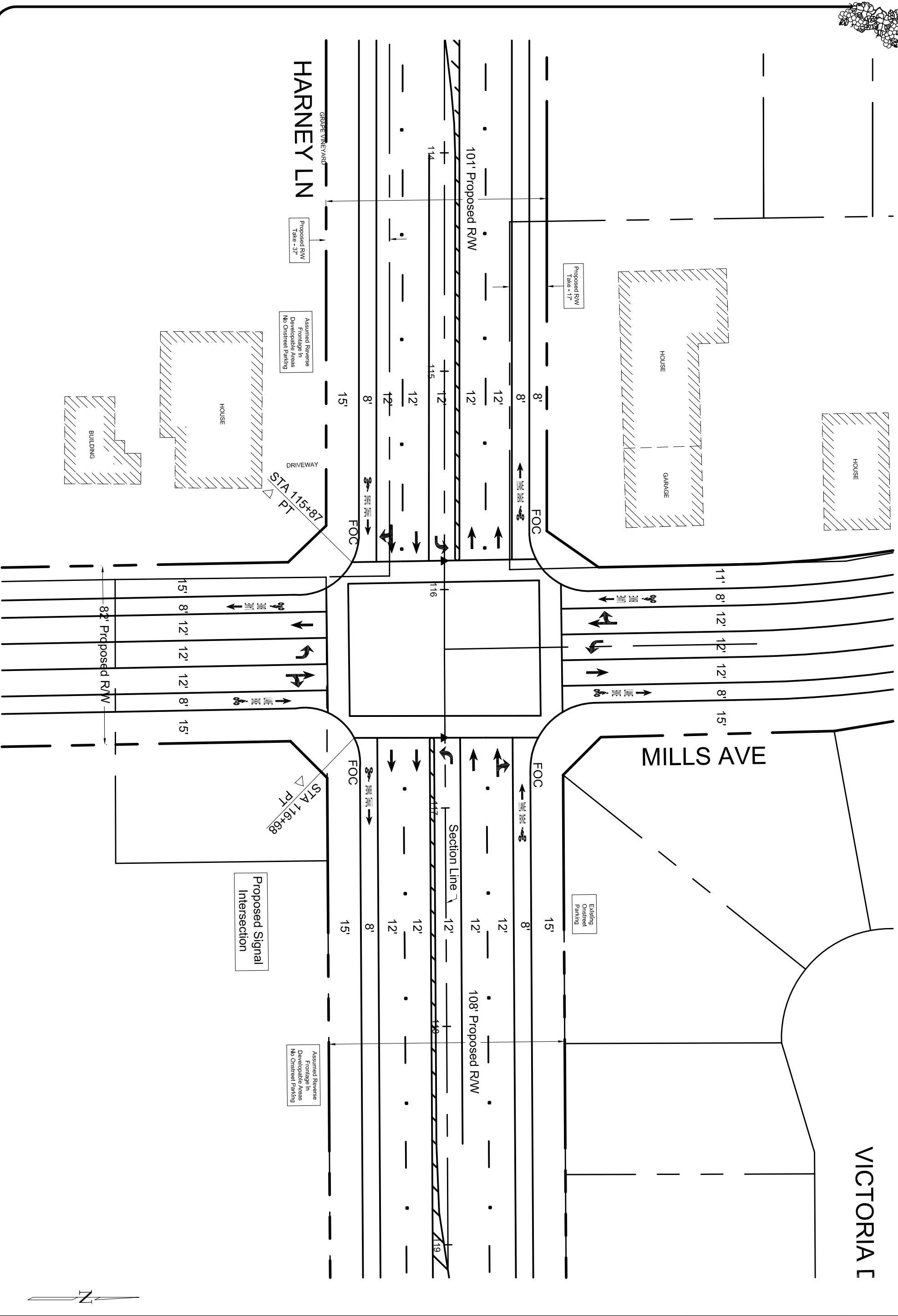
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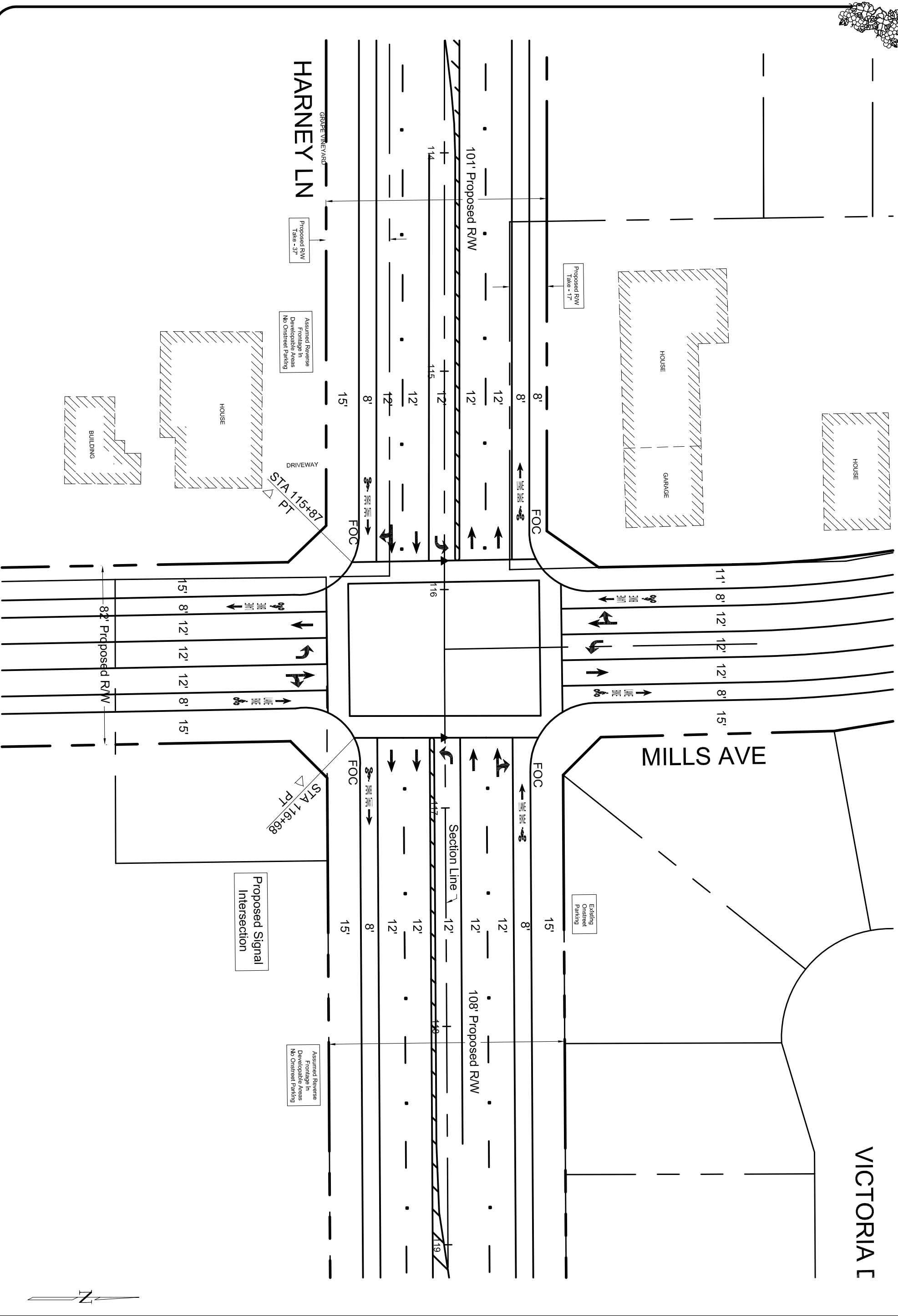
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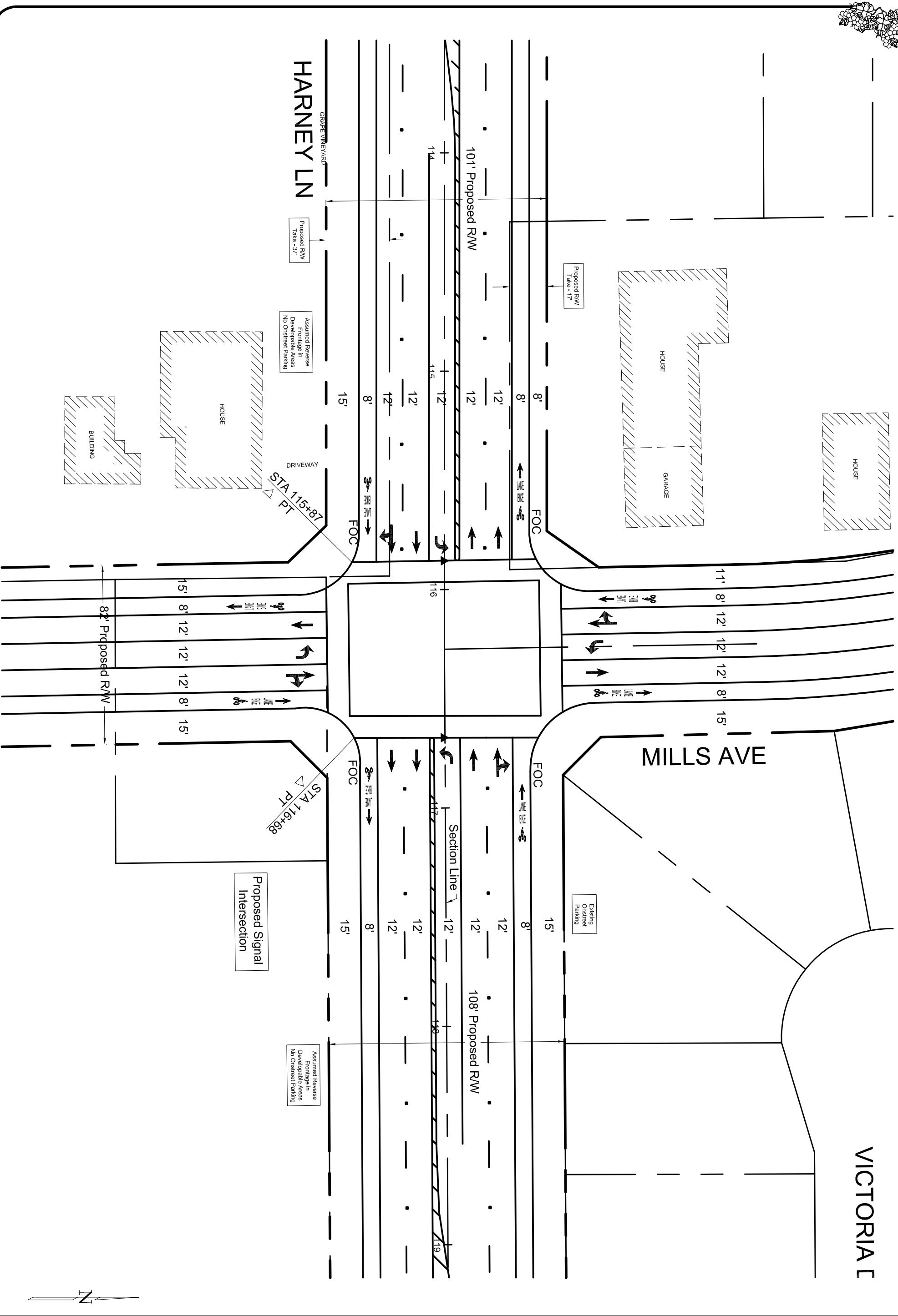
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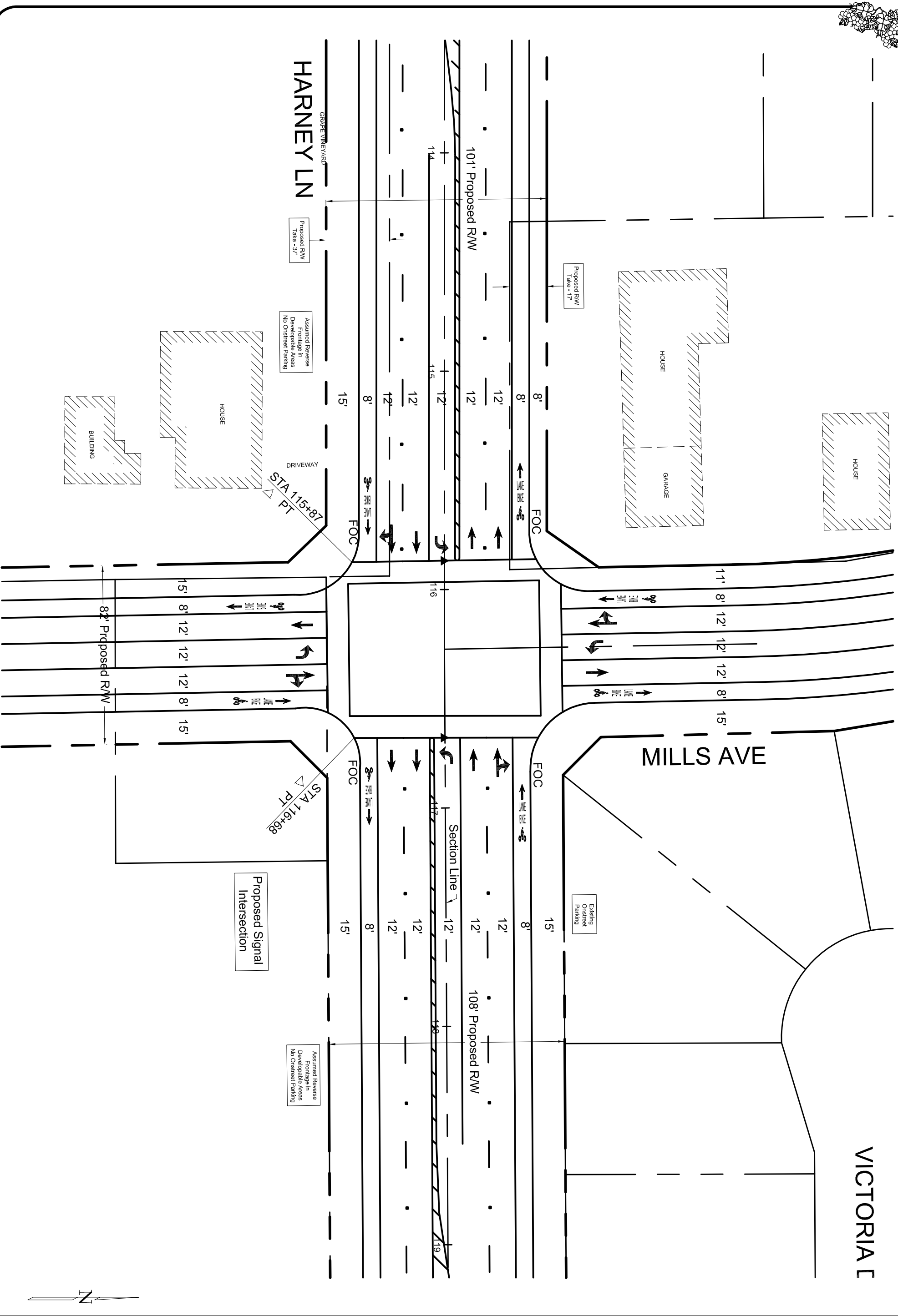
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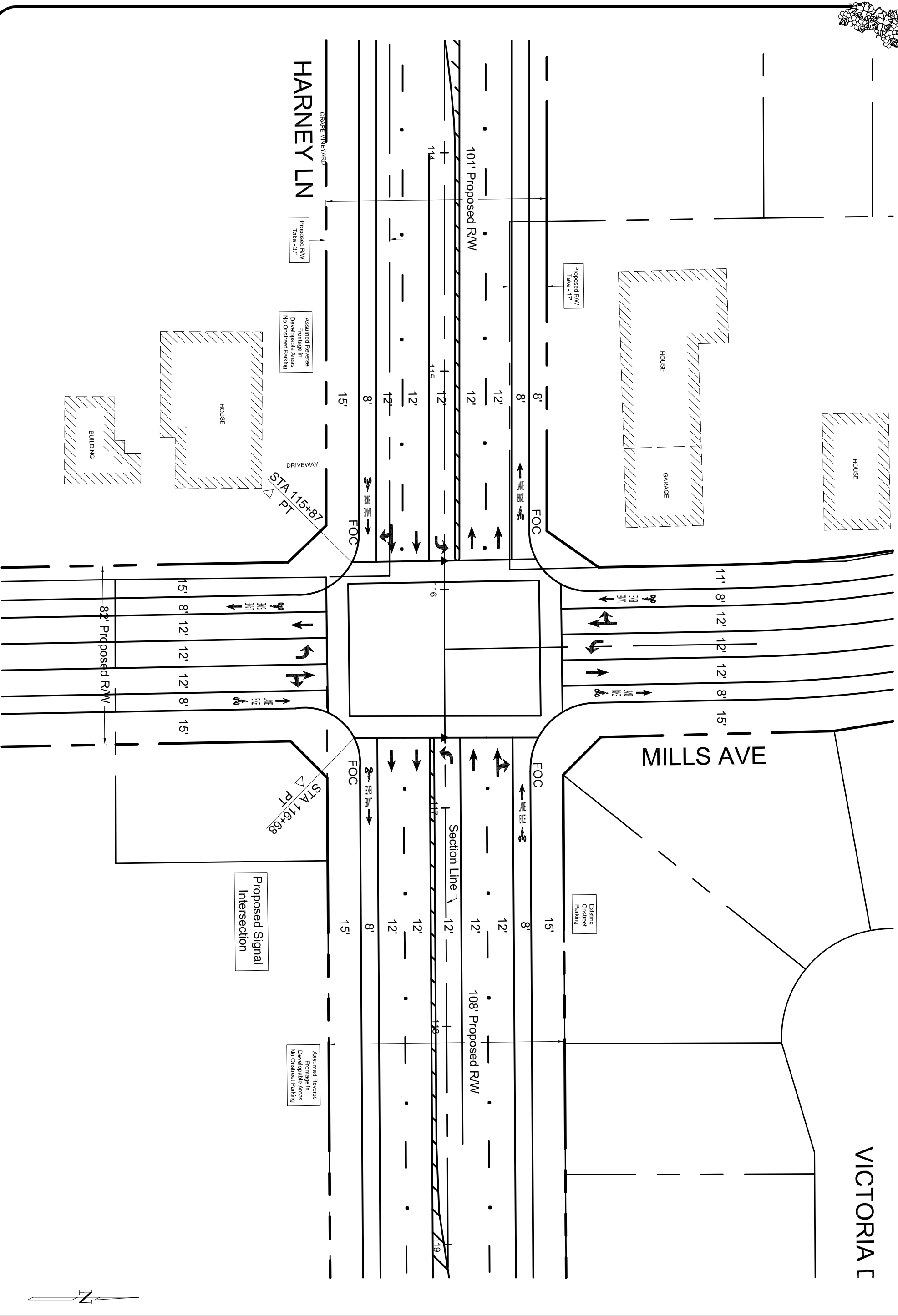
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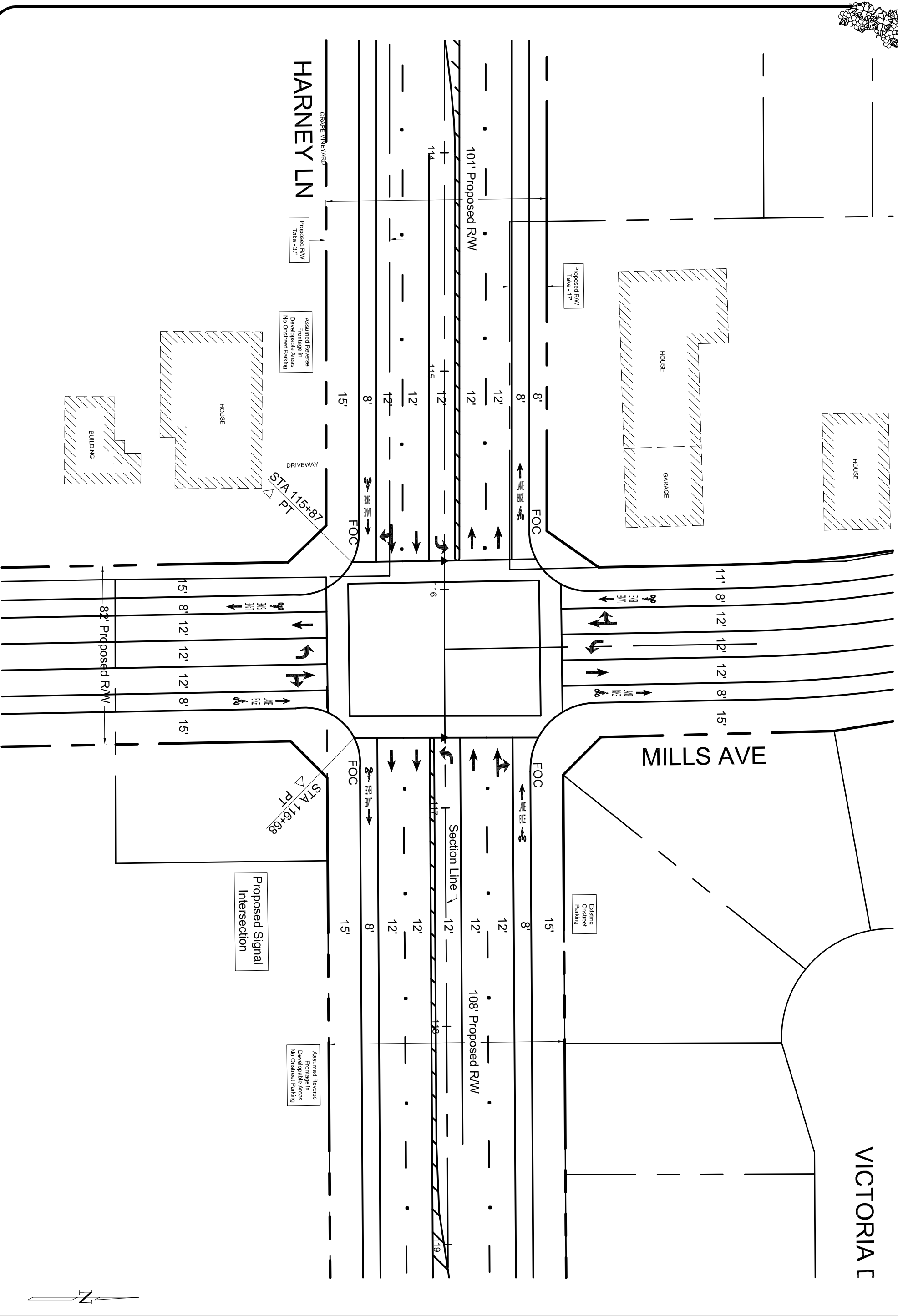
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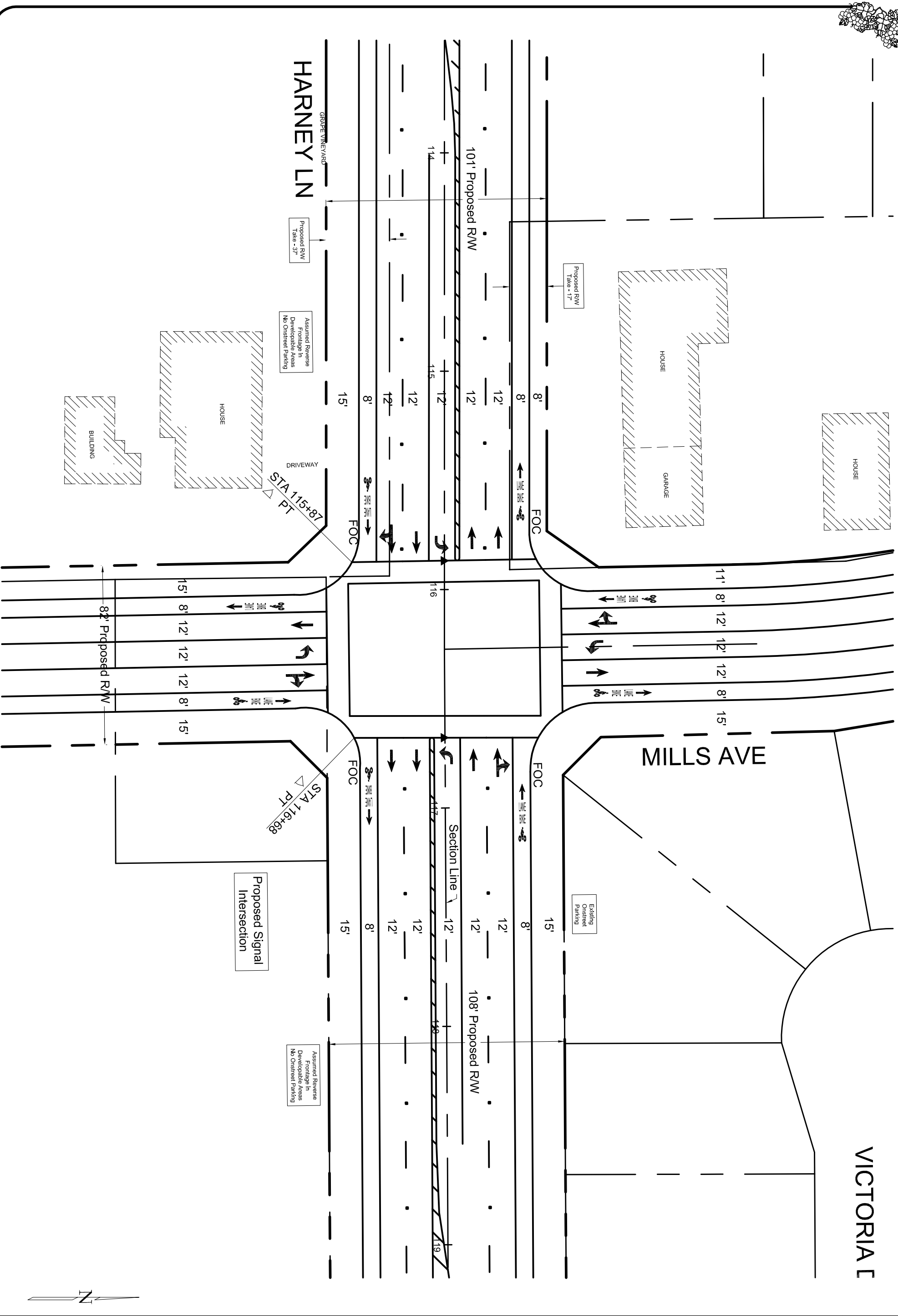
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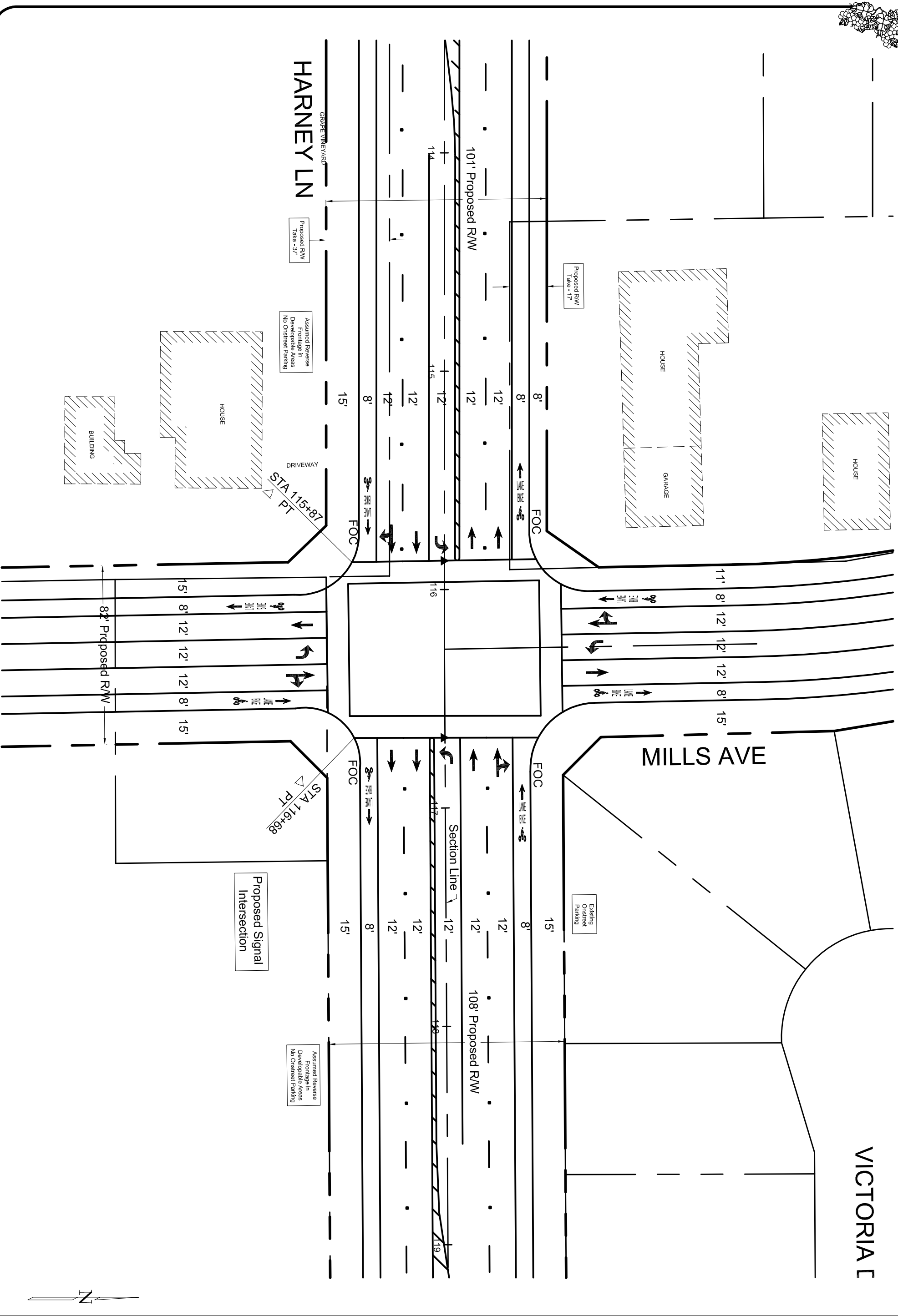
HARNEY LN



VICTORIA LN

MILLS AVE

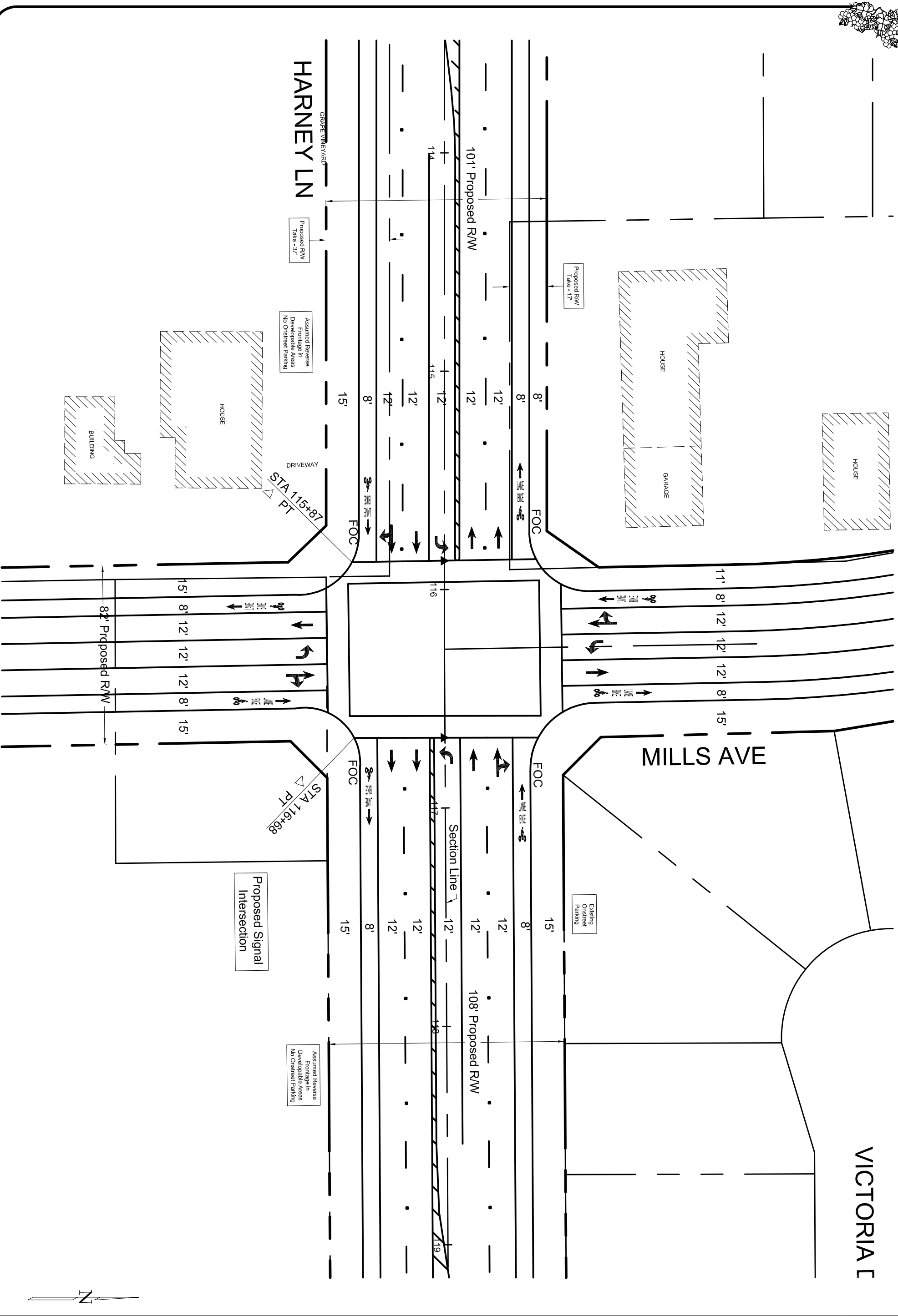
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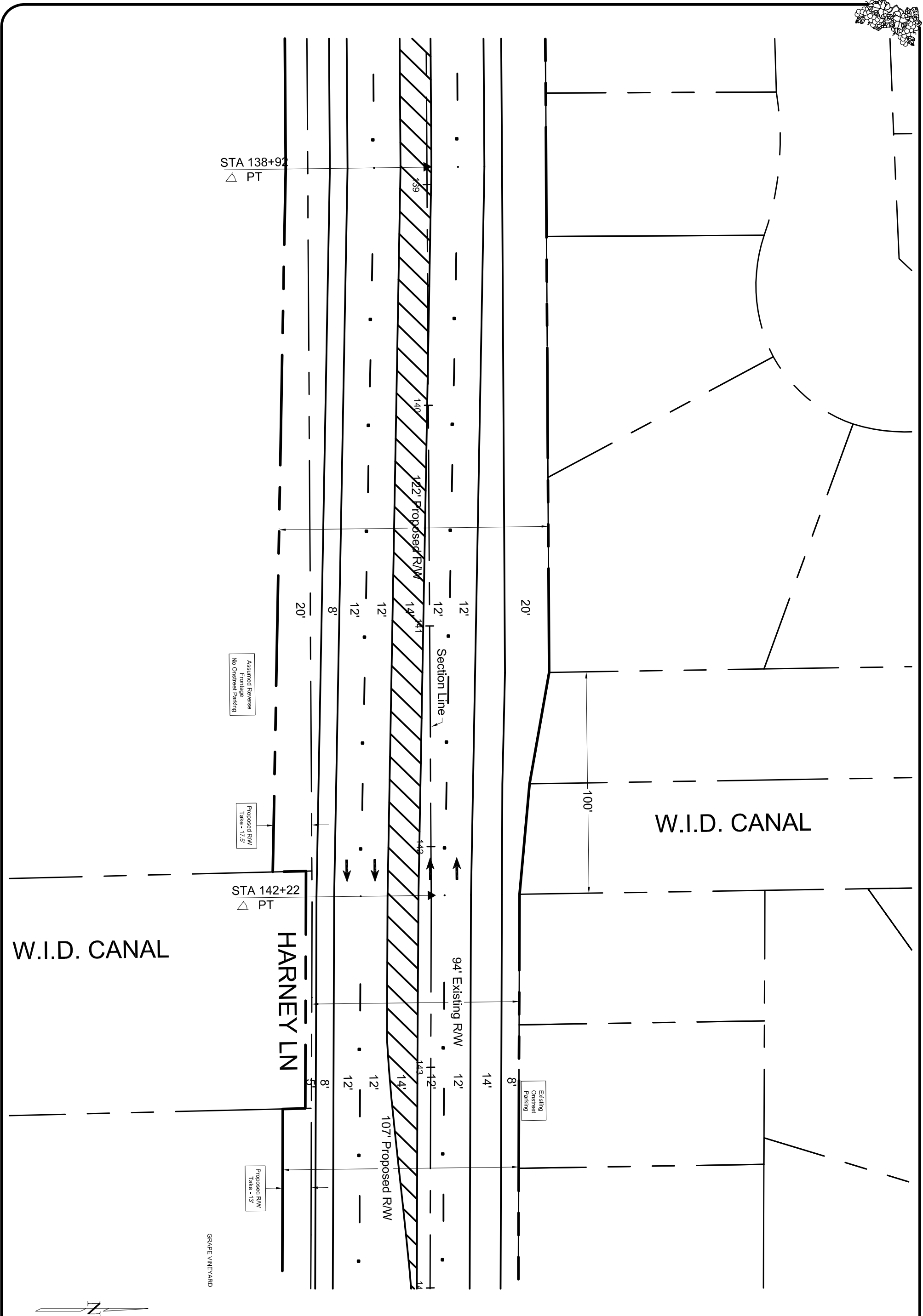


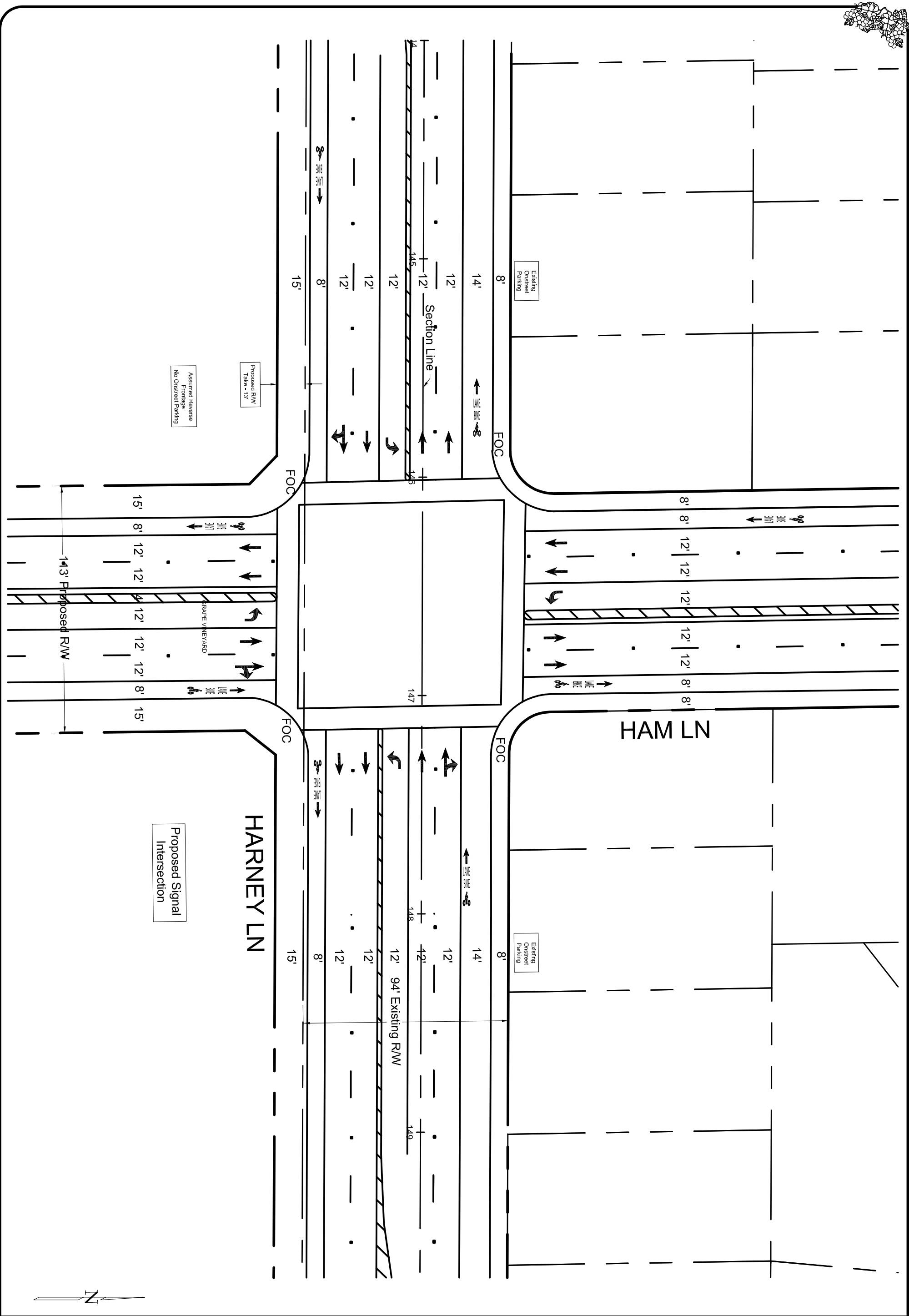
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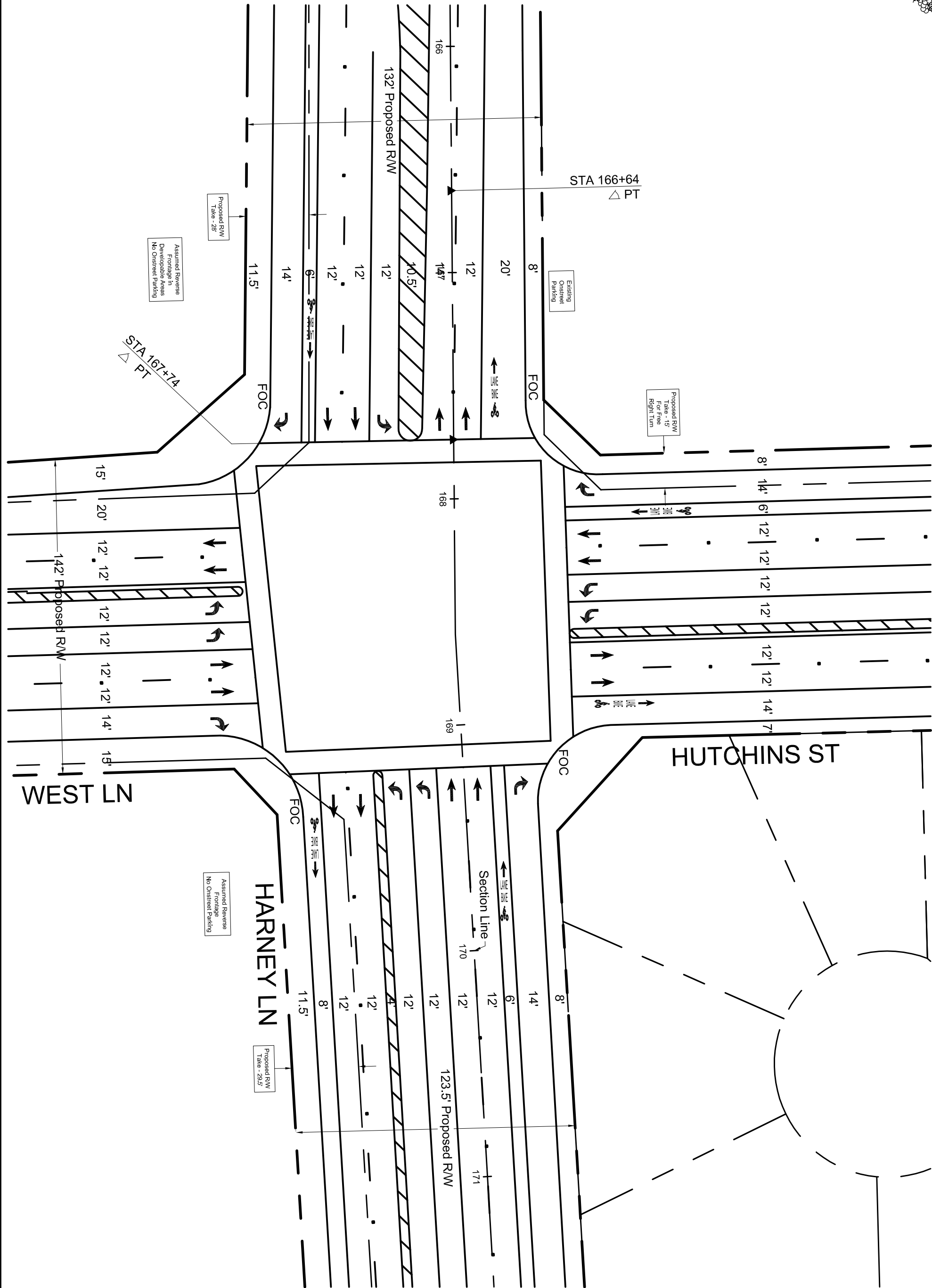
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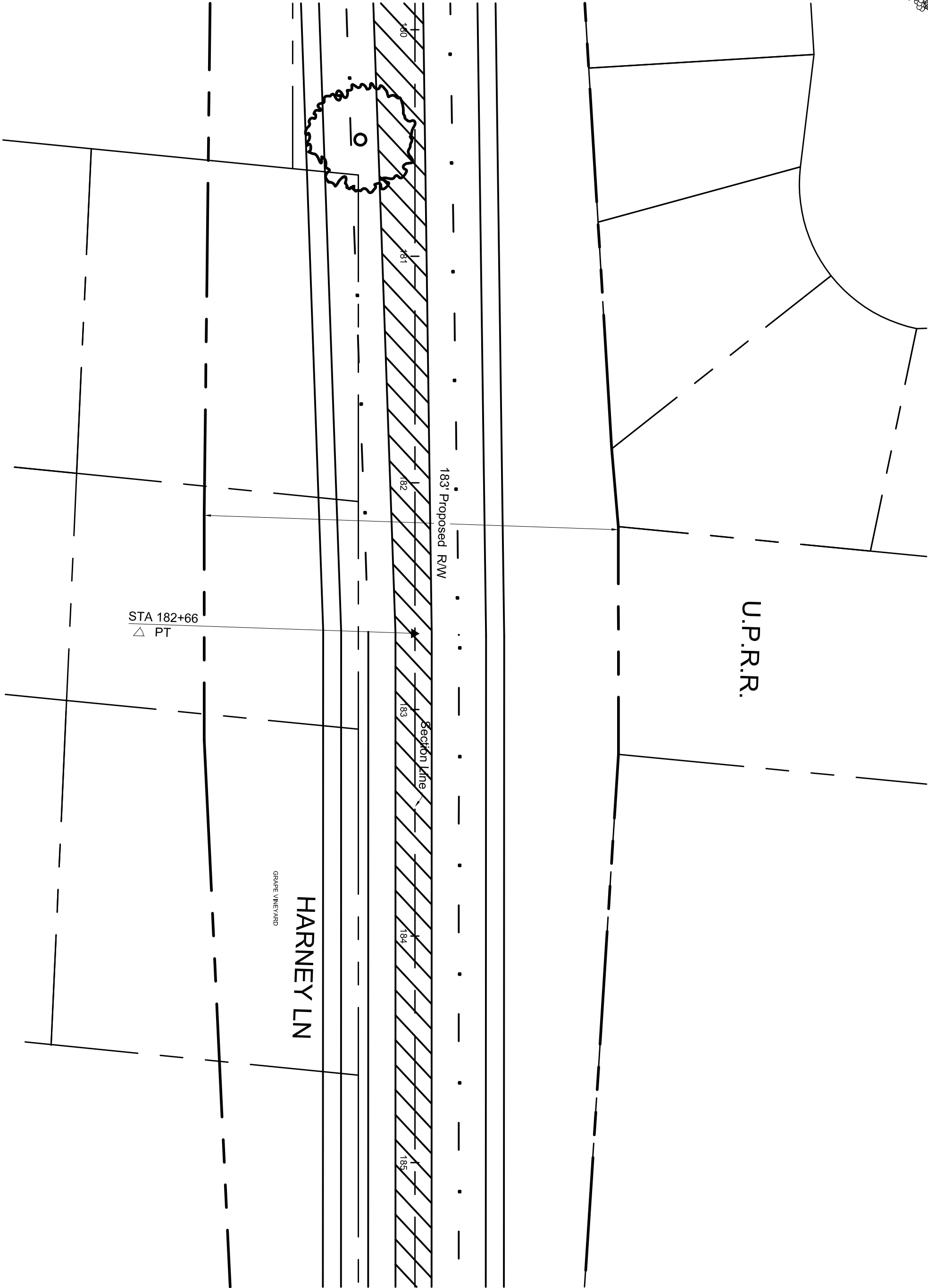
HARNEY LN











Harney Ln
Road Widening
U.P.R.R.

CITY OF LODI
PUBLIC WORKS DEPARTMENT
221 WEST PINE STREET
LODI, CALIFORNIA 95240
PHONE (209) 333-6706
FAX (209) 333-6710
E-MAIL: pwdept@lodi.gov
WEB SITE: www.lodi.gov



HORIZONTAL SCALE: 1" = 20'	DRAWN CB	DATE JP
VERTICAL SCALE:	CHECKED	DATE
ASBUILT INSPECTOR BY	APPROVED	DATE
PROJECT NUMBER		
CITY ENGINEER 102-42-0000		

NO.	REVISION	DATE	BY

CAUTION

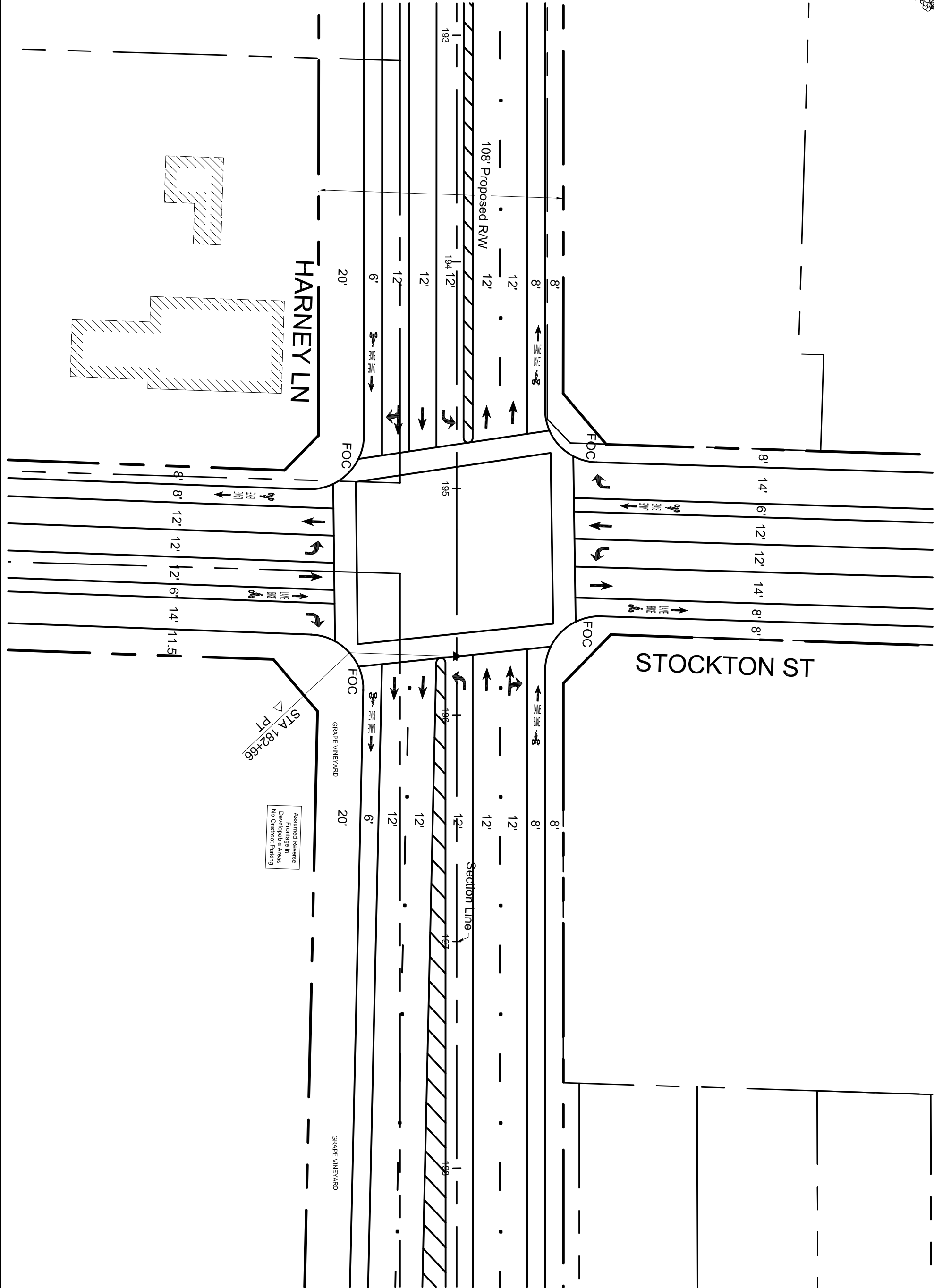
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QUALITY CHECK BEFORE YOU DIG

800-227-2600

PROF. C

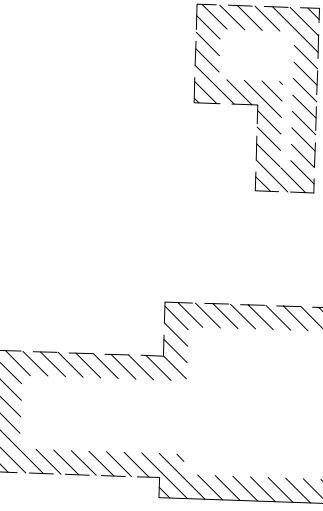


Assumed Reverse Frontage in Developable Areas No Onstreet Parking

STA 182+66
PT

STOCKTON ST

HARNEY LN



Harney Ln
Road Widening
Stockton St.

CITY OF LODI
PUBLIC WORKS DEPARTMENT
221 WEST PINE STREET
LODI, CALIFORNIA 95240
PHONE (209) 333-6706
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HORIZONTAL SCALE	DRAWN	DATE
1" = 20'	CB	JP
VERTICAL SCALE	CHECKED	DATE
ASBUILT INSPECTOR BY	APPROVED	DATE
PROJECT NUMBER		
	CITY ENGINEER	100-42-0000

NO.	REVISION	DATE	BY

CAUTION
0 1/2 1
Do not scale drawing if this bar does not measure 1 inch.

DO NOT SCALE
CALIFORNIA
BEFORE YOU DIG
100-227-2600
PAGE 1

DATE	07/20/2006
DESIGNER	7 OF 8
DRAWN	07
PROJECT NO.	007D006-07

Appendix B

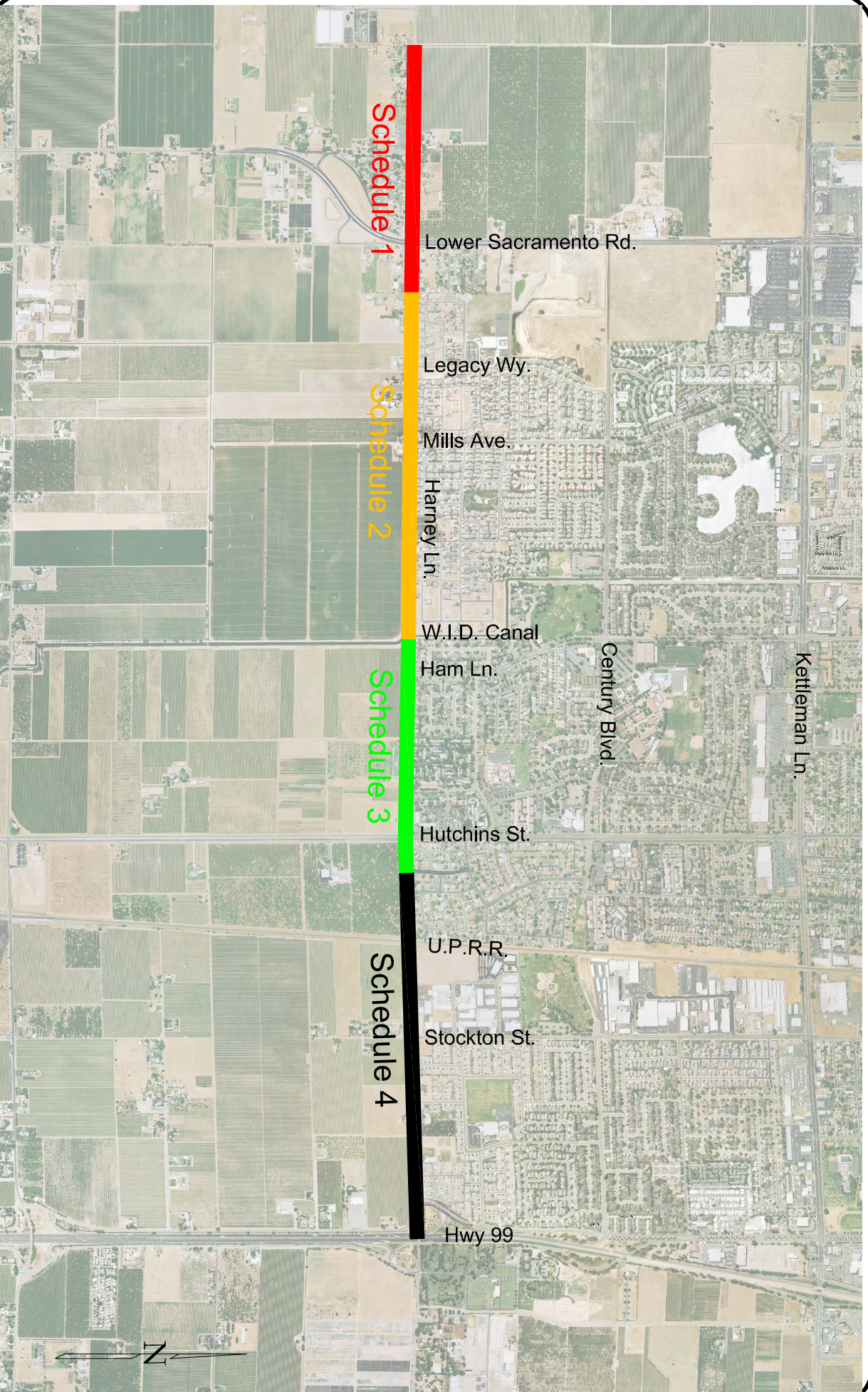
Schedules 1 thru 4
Harney Lane
Western City Limits to Highway 99



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit 1 - Schedules 1 thru 4 Harney Ln Stockton Street to Western City Limits





CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit 2 - Schedule 1
Harney Ln
Western City Limits to Legacy Estates

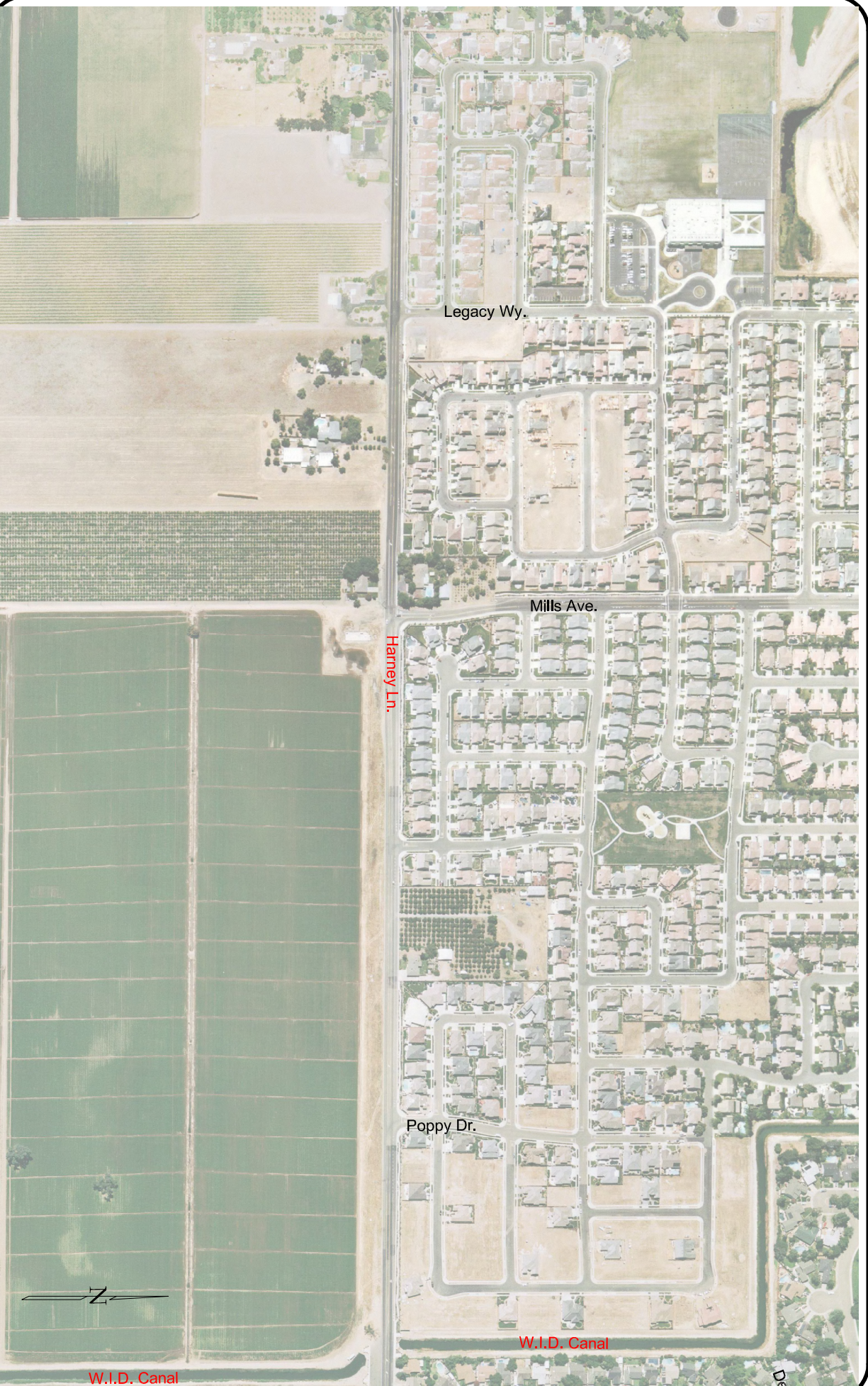




CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit 3 - Schedule 2 Harney Ln Legacy Estates to W.I.D. Canal





CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit 4 - Schedule 3

Harney Ln

W.I.D. Canal to U.P.R.R.





CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit 5 - Schedule 4
Harney Ln
U.P.R.R. TO Hwy. 99



Appendix C

Consultant Agreement

AGREEMENT FOR CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____ (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the conceptual design services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Harney Lane Widening project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY one full-size and reduced (11" x 17") reproducible set of the final design improvement plans, electronic file(s) for same, and other project deliverables for the Harney Lane Widening project, as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$2,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$2,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$2,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Ea. Person

\$2,000,000 Bodily Injury - Ea. Occurrence

\$2,000,000 Property Damage - Ea. Occurrence

or

\$2,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 Richard C. Prima, Jr., Public Works Director
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: _____

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
Its: _____